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WITHDRAWN

THE TOWN AND COUNTRY PLANNING ACT, 1932 .. p. 92
THE LANDLORD AND TENANT ACT, 1927 .. .. p. 93

The Solicitors' Journal

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Current Topics : The Intention and Effect of the Rent, etc., Restrictions (Amendment) Bill—Illegal Insurance—Contract : Tender of "Commercial Equivalent" — Physical Exertion and "Accident" — Drugs and Alcohol in Germany—Sea and River Pollution 89
Criminal Law and Practice 91
The Town and Country Planning Act, 1932 92
The Landlord and Tenant Act, 1927 93
Company Law and Practice 94
A Conveyancer's Diary 94
Landlord and Tenant Notebook .. 96
Our County Court Letter 96
Practice Note 97
In Lighter Vein 97
Reviews 98
Books Received 98
Correspondence 99
Obituary 99
Notes of Cases—
Arcos Limited *v.* E. A. Ronaasen & Son 99
Partridge Jones and John Paton, Ltd. *v.* James 100
Prudential Assurance Co. *v.* Adelaide Electric Supply Co. 100
Burnett Steamship Co. Ltd. *v.* Joint Danube and Black Sea Shipping Agencies 100
Bonar Law Memorial Trust *v.* Commissioners of Inland Revenue .. 101
Table of Cases previously reported in current volume 101
Parliamentary News 101
Societies 102
Legal Notes and News 103
Court Papers 104
Stock Exchange Prices of certain Trustee Securities 104

Current Topics.

The Intention and Effect of the Rent, etc., Restrictions (Amendment) Bill.

THE Land Union, in a praiseworthy attempt to see that the stable door shall be closed before the horse can escape, recently addressed a number of questions to the Ministry of Health, asking for an authoritative statement designed to resolve certain doubts as to the intention and effect of the new Rent Bill. The questions, which dealt with the proposal to suspend de-control in relation to sub-let properties, and the proposed obligation to register de-controlled houses, were in the form of hypothetical problems, and were answered with commendable promptitude by the department's legal adviser. The questions and answers have been published in the press. In so far as action of this kind may lead to better drafting of measures, it deserves whole-hearted approval. At the same time, those who undertake it should bear in mind certain rules of interpretation affecting statutes, and must not hope that any statement made or authorised by the author of such a measure, however authoritative, will have the slightest authority in a court of law. The Land Union inquired as to intention and effect, but these do not always correspond ! It is interesting to note that Prof. HUGHES PARRY, who delivered one of the series of lectures on the interpretation of statute law now being held at the London School of Economics, took the Rent Restriction Acts for his theme and illustrated one of his points—the tendency to have regard to the words of a statute rather than to decided cases—by reference to the gradual change of attitude towards alienation by protected tenants. This Bill, like the amending statute of 1923, shows that the Legislature is alive to the problems arising out of sub-letting, but it also shows one feature adversely commented upon by Prof. HUGHES PARRY, namely "legislation by reference." Another point made by the lecturer in question was that much of the trouble was due to the fact that while Bills are drafted by professionals, they are amended in committee, etc., by laymen, the result being patchwork. This is significant, though it hardly excuses draftsmen from repeating *verbatim* expressions which have bewildered the courts, as has been done in at least one provision of this Bill : see 76 SOL. J. 858. If then verbal and other amendments can be brought to the notice of draftsmen before the committee stage is reached, considerable advantage may thereby be gained, and for this reason we congratulate the Land Union in its attempt to see that intentions are expressed in intelligible and unequivocal language.

Illegal Insurance.

ON the recent death of a man who, as found by a coroner's jury, had committed *felo de se*, it appeared that his life was insured, and the question arose whether the policy moneys were payable. The law as stated in text-books is that it is against public policy to allow anyone to insure against his own death if caused by his own criminal act. This, of course, would cover *felo de se*, and even was held to cover death when a jury (not a coroner's jury) found that the assured "voluntarily threw himself into the river, knowing at the time that he should thereby destroy his life, and intending thereby to do so, but at the time of committing the act he was not capable of judging between right and wrong" (see *Borradaile* v. *Hunter* (1842), 5 Scott N.R. 418). In *Horn* v. *Anglo-Australian Co.* (1861), 30 L.J. Ch. 511, however, WOOD, V.-C., held that there was no principle of public policy to forbid payment of policy moneys if the deceased was insane when he committed the act. Insurance companies can, of course, and to some extent do, bar payment if the insured commits suicide when in a state of insanity, whether temporary or otherwise. The verdict of a coroner's jury, so far from binding another court on the issue of the exact course of death, is not even evidence of it, as decided in *Bird* v. *Keep* [1918] 2 K.B. 692. A company would not therefore necessarily have to pay on a verdict of such a jury of suicide during temporary insanity, and it is notorious that, for various reasons, such verdicts are often returned entirely against the weight of evidence. That a policy is avoided if the subject is put to death by process of law was decided in *Amicable Society* v. *Bolland* (1830), 2 Dow. & Cl. 1, in the extraordinary case of FAUNTLEROY, the banker, who was hanged for forgery. A recent instance in which the defence was raised that public policy forbids anyone to insure against the consequences of his own criminal actions was *James* v. *British General Insurance Co.* [1927] 2 K.B. 311. There the insured, driving a car when drunk, had injured a motor-cyclist and killed his passenger, being subsequently held guilty of manslaughter in respect of the latter. He sued on his third-party policy after the motor-cyclist had recovered damages against him, and did so successfully, the defence of public policy being rejected.

Contract : Tender of "Commercial Equivalent."

THE recent decision of the House of Lords in *Arcos Ltd.* v. *E. A. Ronaasen & Son* (77 SOL. J. 99), negatives an inference which might be drawn from *Vigers Brothers* v. *Sanderson Brothers* [1901] 1 K.B. 608. In that case it was held that buyers were justified in refusing to accept goods supplied pursuant to a contract, notwithstanding a provision that

"should any dispute arise, buyers shall not reject any of the goods." Bigham, J., pointed out that such a clause applied to such departures from the specification as might make it doubtful whether adherence to the latter had been sufficiently close to render the goods (sawn laths) of "about" the required length. But it did not operate so as to force the buyer to take goods which were "neither within nor about the specification, nor commercially within its meaning." These words have exclusive reference to cases where some deviation from the strict specification is contemplated and it would be false to draw from them the conclusion that performance of a contract for a supply of goods is satisfied by tender of their commercial equivalent. In the *Arcos Case* the umpire found that the goods supplied, although not strictly within the specification, were so near as to be commercially within it, and he came to the conclusion that the buyers were not entitled to reject. Wright, J., in a decision which was upheld by the Court of Appeal, held that the deviations from specification were not of so trivial a character as would justify their being disregarded by a court of law. The goods were not those contracted for, and it was them and not their commercial equivalent which the buyers were entitled to demand. In delivering judgment in the House, Lord Buckmaster pointed out that the fact that the goods were merchantable was not the test to apply in determining whether the goods satisfied the contract description. Buyers are entitled to receive the article purchased and are not bound to accept its commercial equivalent. The respondents were, therefore, justified in refusing to accept the timber supplied, notwithstanding an arbitration clause in the contract providing that the goods should not be rejected.

Physical Exertion and "Accident."

When a workman dies at his work through a combination of physical exertion and a diseased condition of his body the question of the employer's liability is settled by the majority judgments of the House of Lords in *Clover, Clayton & Co. Ltd.* v. *Hughes* [1910] A.C. 260. In that case a workman suffering from a serious aneurism was tightening a nut with a spanner when he fell down dead from a rupture of the aneurism, and the House of Lords upheld the finding of the county court judge that death was due to an accident arising out of and in the course of the deceased's employment, i.e., a strain arising out of the ordinary work of the deceased, operating on a condition of the body. Lord Loreburn, L.C., said: "Looking at it broadly, I say, and free from over-nice conjectures, was it the disease that did it, or did the work he was doing help in any material degree?" and Lord Macnaghten said: "The fact that the man's condition predisposed him to such an accident seems to me to be immaterial." Lord Collins quoted with approval a statement of Lord M'Laren in *Stewart* v. *Wilsons and Clyde Coal Co. Ltd.*, 5 F. 120: "If a workman, in the reasonable performance of his duties, sustains a physiological injury as the result of the work he is engaged in, this is accidental injury in the sense of the statute." Lord Atkinson and Lord Shaw dissented, on the ground that "the death . . . was no more an accident than if he had been a butler, he had died walking slowly up the stairs of the house in which he served" (per Lord Atkinson, at p. 254). In *Partridge, Jones and James Paton Ltd.* v. *James* (77 Sol. J. 100), the House of Lords had no difficulty in applying this decision to the facts of that case, which were that the deceased workman was at the time of his death and had been for some time before his death suffering from disease of the coronary arteries. He was employed as a dipper, and he died shortly after dipping a number of heavy sheets of metal into a pot of dross and removing them. The county court judge had held that the deceased's wife and three infant children were entitled to an award of £600 compensation on the ground that the work and the disease together contributed to the death of the deceased, and the House of Lords upheld that finding. The question in all these cases is one of fact for the arbitrator, namely, "Whether, in substance, as far as he can judge on such a matter, the accident came from the disease alone, so that whatever the man had been doing it would probably have come all the same, or whether the employment contributed to it (per Lord Loreburn in *Clover, Clayton & Co. Ltd.* v. *Hughes, supra*). The solution is never an easy one, but it is still less easy to upset the award of the arbitrator, once it is found on the facts.

Drugs and Alcohol in Germany.

The drug problem in Germany, probably owing to its large land frontiers, until recently gave the authorities considerable anxiety. On the 1st of April, 1931, an ordinance was promulgated which imposed very severe restrictions on the use of drugs of addiction. The medical profession co-operated by submitting to provisions which would possibly have been strongly resisted by their colleagues in other countries. A doctor who prescribes more than 0.2g. of morphia or 2 g. of opium a day for a patient must record every prescription in a morphia book, and substitute preparations must be used whenever possible. Dr. P. Wolff, editor of the *Deutsche medizinische Wochenschrift* and one of the leading experts of the League of Nations in this field, explained recently in a lecture before the Society for the Study of Inebriety that as a result of this ordinance the consumption of morphia had fallen about 20 per cent. and that of opium by about 30 per cent. Heroin, which plays so large a part in addiction here and in other countries, is hardly used in Germany at all. Similar restrictions on the use of cocaine by the medical profession have resulted in a decrease in its consumption by more than 50 per cent., and the authorities hope to stamp out cocainism altogether. The alcohol problem has been treated in the same determined way: the Licensed Premises Act of July, 1930, had as its object to prevent the sale of alcohol to intoxicated persons and young persons under eighteen, and on sports grounds, and to prohibit the sale of tobacco to children under sixteen. The granting of licences is made dependent on the demand; opening and closing hours are defined, and the sale of spirits may be prohibited at certain times, such as pay-days and election days. The treatment of drunkenness is systematically organised through the whole country, and legislation is shortly to be introduced by which a judge may order an inebriate to undergo withdrawal treatment and supervision.

Sea and River Pollution.

The recent meeting at the Cordwainers' Hall, held under the auspices of the United Wards' Club of the City of London, at which the serious results of oil and sewage pollution of our sea-shores and rivers was discussed, is likely to give rise to Parliamentary action. The subject is one of some complexity, involving, as it does, the pollution of inland rivers by sewage which tends to increase the trouble caused by oil pollution of our sea boards, especially in estuarial waters, where it is said to have become a very serious matter—notably in the Bristol Channel and at the mouth of the Thames. The recent report of the rescue of the steamer "Scheldested" by an oil tanker which pumped 100 tons of oil (equivalent to 25,000 gallons) upon an angry sea provided a good illustration of what may happen when ocean currents and ultimately the tide carry this landward. It is said that the British Isles are so placed as to be exceptionally exposed to this washing up; and the Parliamentary action foreshadowed is in the direction of providing for the use of "oil separators" carried by vessels patrolling the coasts, especially outside the ports, harbours and estuaries, upon lines which have proved very successful at the Port of Amsterdam.

Criminal Law and Practice.

"ACCESSORIES AFTER THE FACT."

When Edgar Allan Poe began his stories of the detection of crime, nearly a century ago, little could he have thought of the attraction this class of fiction would have for posterity as he, no doubt, conceived it. That he would be extolled as the originator of a type, namely, the successful criminal investigator, one imagines that he might in his wildest fancy have contemplated. But that the kind of literature to which he gave the first impetus should impress upon the public a new idea of the relation between the law and the criminal, never could have entered the mind of that analytical, yet casual and contrary, poet.

The fact remains that, whether as the result of the deluge of detective stories which we have seen in recent years or otherwise, the career of the criminal has been invested in the mind of the public with an importance which to the impartial mind of the lawyer seems entirely unjustified. As a consequence, perhaps, of the avidity with which the progress of the hunt for the latest murderer is received by those who keep up the circulation of the daily newspapers, insensibly (for no one even in these days would suggest that the reading public is devoid of sympathy for the victims of a crime), the centre of attention becomes focussed upon the criminal himself, and it is to him that, in the end, the offers of help are made, whether by the signature of petitions for his reprieve, or before that, by the subscribing of money for an appeal from the verdict of the jury which has condemned him.

It is perhaps not out of place to recall that the law has, nevertheless, a niche for those whose sympathies for the criminal outrun discretion. Anyone who, knowing that a felony has been committed by another, receives, relieves, comforts or assists the felon is an accessory after the fact to the felony itself. Such a person may find himself in the dock upon an indictment as an accessory, whether the principal offender be tried or not, and even though that principal be dead, and moreover he may be indicted and convicted of the "substantive" felony whether the principal felon shall, or shall not, have been previously convicted. The punishment is a maximum of two years' imprisonment, together with the possibility of being bound over to keep the peace: see the Accessories and Abettors Act, 1861, ss. 3 and 4. There is an exception, however, in the case of accessories after the fact to murder: see Offences against the Person Act, 1861, s. 67. An accessory after the fact to murder is liable, at the discretion of the court, to be kept in penal servitude for life, or for any term not less than three years, or to be imprisoned for any term not exceeding two years, with or without hard labour.

The policy of the law is not hard to see. If it is, as it is, an indictable offence to refuse to aid and assist a constable in the execution of his duty—say, for example, in a street *fracas* (see *R.* v. *Brown*, C. & Mar. 314; 4 St. Tr. (N.S.) 1369)—how much more so must it be to aid and comfort a malefactor after he has escaped the grasp of the authorities and to conceal him or assist in or procure his concealment from the eye of the law? Without some such provision the natural sympathies arising from kinship or friendship would almost invariably triumph.

Yet the law is explicit. Although the offence of being an accessory after the fact cannot be committed unless the person concerned knew that he whom he is accused of harbouring has in fact been guilty of the felony, once that knowledge can be proved, then any assistance whatever, and however slight, given to the felon, in order to hinder his apprehension, trial or punishment is enough to constitute the offence. Numerous instances of what has been held to be aiding and so on can be found in the text-books, and even without recourse to them it is not difficult to think of types of conduct with regard to felons which would come within the scope of the law.

What is the position where an individual harbours another, for example, gives him board and lodging for reward, and then reads that someone very like his lodger is wanted by the police for a felony? Plainly, it is thought, his duty is without delay to inform the police that he has in his house someone resembling the description of the wanted man. If however through misplaced sentiment he refrained from so notifying the police, it is difficult to see what defence he would have if he were indicted under the Act to which reference has been made. Again, what can be said of the position of a friend who, although he must know that the "hue and cry" has been raised in respect of a man, yet persists in visiting him secretly to keep up his spirits?

It is said that before he can be found guilty however he must have assisted the felon personally: *R.* v. *Chapple*, 9 C. & P. 355, and as is observed in "Archbold," if a person supplies a felon *in prison*, with victuals, or, being a doctor, professionally attends him though he knows him to be a felon or even agrees for money not to give evidence against him, none of these things will make a man an accessory after the fact.

There are no authorities upon the question of what is sufficient notice of the guiltiness of the principal felon, yet it is difficult to imagine that the courts would treat lightly any suggestion that widespread paragraphs in the press, or announcements two or three times repeated on the wireless broadcasts, would not in these days be sufficient notice to any normal person that a felony had been committed and that the wanted man is suspected. And once that fact has been brought home to the individual then if he harbours anyone corresponding reasonably to the description circulated by the police, it is not easy to see why he should not be proceeded against if he refuses to follow the path which citizenship at any rate requires. If, as the authorities say, no relation of persons, other than that of husband and wife, can excuse the wilful receipt or assistance of felons, if a father cannot assist his child or a child his parent, how much worse must be the position of one who is actuated by motives of sympathy alone in attempting to save the transgressor from the penalty of his crime?

One cannot help feeling that certain sections of the press do a disservice, in the midst of their many functions, in not more clearly emphasising this side of the picture. It should not be possible for any wanted man to remain concealed for long (that is without disguise) in the midst of a people alive to their civic responsibilities. Happily we have little reason to complain of the public in this respect, but we would be glad to see that, in future, those who by aiding and harbouring felons, put the mind of the public into something approaching a ferment, shall not escape in their turn.

THE SOLICITORS' CLERKS' PENSION FUND.

The third annual meeting of this fund will be held on Friday, 24th February, in the Court Room of The Law Society, 60 Carey-street, London, W.C.2, at 12.30 p.m. The meeting has been fixed for a midday hour in the hope that many clerks, whether members or not, and principals of firms, will be able to fit it in with their luncheon interval. Sir Roger Gregory, chairman of the committee of management, will occupy the chair.

The report and accounts for 1932 are published and will be sent to anyone on application to 2, Stone-buildings, Lincoln's Inn, London, W.C.2. It is a very satisfactory report, showing that 141 firms in London and the Provinces are now contributing with 444 of their clerks, and that the fund now holds investments valued at £27,772. The income for 1932 amounted to £11,144.

The fund is a voluntary fund, based upon the principle of equal contributions by solicitor and clerk for a pension at sixty-five years of age. Inquiries are invited.

The Town and Country Planning Act, 1932.

By S. P. J. MERLIN, Barrister-at-Law.

Article I.

The Town and Country Planning Act, 1932, will, so far as concerns its main provisions, come into operation on the 1st April, 1933, and, as it imports new and novel principles into the law of property, it calls for the close attention of all concerned, as professional advisers or otherwise, in the supervision and management of all types of freehold and leasehold property, whether in urban or rural areas, and whether there are or are not buildings already existent thereon.

In this short series of articles an attempt will be made to present an outline of the main new features and general principles of the Act, so that the busy practitioner may obtain a summary in digestible form of the fifty-eight sections of this important Statute.

In the seven Housing and Town Planning Acts passed since Mr. John Burns piloted the first Act through the House of Commons in 1909, there has been previously no power conferred on local authorities to make schemes relating to the planning of any land, generally speaking, except such land as was ripe for development, and that limited power has not been enough—in the opinion of the out and out supporters of town planning—to enable effective control and direction of such planning to take place.

One of the first and cardinal matters which all persons interested in the care and management of property should note as being an important new feature of this Act is that the old powers given to local authorities are now supplemented herein so as to enable a local authority to extend their planning schemes not only to undeveloped land, but also to land which is already developed, and which is already fully built over. In other words, all existing buildings in England and Wales (estimated by Sir Josiah Stamp at the value of £4,500,000,000, or one-fourth the total national assets of this country) will now come under and within the possible purview of town planning schemes made pursuant to this Act.

I will deal more fully with the disquieting effect of this innovation—as to which see s. 12—in so far as it affects proposed improvements or alterations to existent buildings in a later article.

It will be convenient in considering the outstanding and salient provisions of this Act to take its sections in something like the numerical order in which they are found in the Act: in its preamble the Statute defines its principal objects as being "the making of schemes with respect to the development and planning of land, whether urban or rural, and in that connection to repeal and re-enact with amendments the enactments relating to town planning; to provide for the protection of rural amenities and the preservation of buildings and other objects of interest and beauty, to facilitate the acquisition of land for garden cities."

With regard to the scope of these planning schemes, it is provided in s. 1 that a scheme may be made under this Act with respect to any land, whether there are or are not buildings thereon, with the general object of controlling the development of the land comprised in the area to which the scheme applies, of securing proper sanitary conditions, amenity and convenience . . . and generally of protecting existing amenities, whether in urban or rural portions of the area. It will be appreciated on consideration of the provisions of this s. 1 that the net of the scope of the Act is small enough and large enough to enclose most kinds of property, both in the urban and rural areas of this country.

Section 2 defines the local authorities who shall be authorised to administer the Act. Apart from certain special or historic authorities like the City of London, whose rights are expressly reserved to them, it is the councils of county boroughs and county districts who will have the power and duty of enforcing the Act, subject in most cases to the supervision of the Minister of Health.

Sections 6 to 9 inclusive, prescribe the procedure to be followed with respect to the preparation, adoption and making of schemes. Section 7 sets out in a comprehensive way the duties of the local authorities as to the publication of resolutions relating to schemes to the owners and occupiers of properties affected by schemes. Amongst others, it is necessary for a notice of a resolution to be published "at least once during each of two successive weeks . . . in a local newspaper." Moreover, service of the said notice in the prescribed manner must be effected on both the occupier and owner of "every hereditament in the area to which the resolution applies."

In s. 8 it is enacted that any scheme prepared or adopted by a local authority shall require the approval of the Minister, and such approval may be given with or without modifications. But before making any modifications in a scheme the Minister shall inform the local authority of the modifications which he proposes to make in the scheme, and shall cause a local inquiry to be held into the matter if within twenty-eight days the local authority request him so to do (see s. 38 as to local inquiries).

Moreover, the Minister, on an application made by any authority who are a responsible authority for any purposes of the scheme, which it is proposed to vary, may, if he thinks that in the special circumstances of the case the scheme ought to be varied or revoked, himself make a scheme varying or revoking that scheme, and such scheme made thus by the Minister shall be deemed to have been prepared or adopted by the local authority.

Where "regional schemes" are already in operation any local authority may prepare or adopt (with or without modifications) supplementary schemes with respect to the area comprised in the regional schemes. The expression "regional scheme" includes schemes made under the Town Planning Act, 1925, or the Local Government Act, 1929, as well as under this Act.

Interim Development of Land.

As a considerable period of time may elapse between the date of a resolution for the preparation or adoption of a town planning scheme and the date on which the scheme comes into full operation, it was very necessary for the Act, in order to prevent the sterilisation of property, the retardation of building, and other development, to provide for interim development of the area affected. This is done by s. 10, which enacts that the Minister shall make a general order with respect to the interim development of land included in schemes, *and may make special orders with respect to the interim development of any such land in any particular area.*

Any such interim development order made may itself permit the development, with or without conditions, or may empower any authority so specified to permit the development, of land in accordance with the terms of the order.

An effective preventive against undue delay on the part of local authorities is provided by s. 10, sub-s. (3), which enacts that:—

> "Where an application for permission to develop land is made to the specified authority in manner provided by the order, the authority may, subject to the terms of the order, grant the application unconditionally or subject to such conditions as they think proper to impose, or may refuse the application, and they shall be deemed to have granted the application unconditionally unless within two months from the receipt thereof, or within such longer period as the applicant may agree in writing to allow, they give notice to him that they have decided to the contrary, stating their reasons for so doing:

"Provided that—

"an application for permission to erect a new building on the site of an existing building, or on the site of a building which was standing within two years before the date on which a resolution takes effect, if made before or within two years after the destruction or demolition of that previous building, or within twelve months after the date on which the resolution takes effect, whichever period last expires, shall not be refused and conditions shall not be imposed, if the effect of the refusal or imposition of conditions would be to render it impossible for the applicant to erect a building having a cubic content above the level of the ground as great as that of the previous building or, in the case of a previous building used for business or industry, to erect a building having as great a cubic content above the level of the ground and as great a superficial area on the ground floor as those of the previous building, except where either the new building would not conform with a provision proposed to be inserted in the scheme for fixing, in relation to any street or proposed street, a line beyond which no building in that street or proposed street may project; or it is proposed to include the site of the new building or part thereof in an area to be reserved by the scheme for a purpose the carrying out of which in the future would necessitate the removal or the alteration of the new building; an application for permission to use any building which is erected in substitution for an existing building as aforesaid, and is commenced within two years after the destruction or demolition of the previous building, for any purpose of the same or similar character as that for which the previous building was last used before its destruction or demolition shall not be refused unless such a use would be of a noxious or otherwise offensive character."

(*To be continued.*)

The Landlord and Tenant Act, 1927

"A SUITABLE TENANT."

It is general knowledge that, if a tenant within the meaning of the Landlord and Tenant Act, 1927, alleges that, though he would be entitled to compensation for goodwill under s. 4 of the Act, the sum which could be awarded to him thereunder would not compensate him for the loss of goodwill he will suffer if he removes to and carries on his trade or business in other premises, he may, in lieu of claiming such compensation, serve upon his landlord (within the period statutorily laid down) a notice requiring a new lease. Section 5 (1). That done, he may in due course apply to the tribunal under s. 5 (2)—at such time as is thereby allowed—for a new lease.

Though the foregoing is general knowledge, it seems often to be forgotten that—apart from all else—the tenant has by s. 5 (3) to prove that he is "*a suitable tenant*," and it behoves tenants carefully to consider their position in such regard before they decide whether they will claim compensation *simpliciter* or whether they will go further and seek a new lease instead, with all the risks attendant on such application.

For, unless the tenant proves himself to be "a suitable tenant," the grant to him of a new lease is not to be deemed "reasonable" within s. 5 (2), and he will fail in his application. Nor will he then be allowed to fall back upon compensation, for—if the English language means what it says—it is quite clear that by s. 5 (2) the tribunal hearing the application is only permitted to award compensation where the landlord has set up a successful defence under s. 5 (3) (*b*).

The question of "suitability" is, obviously, therefore, one of importance. It is, as obviously, one of fact, and must be decided as such in each case.

Two illustrations of comparatively recent date may be of use to those interested.

An Illustration.

In *Walker Ltd.* v. *Aldridge & Another* (18th November, 1931, reported in *The Bournemouth Echo* of 7th July, 1931; *Estates Gazette* of 26th December, 1931; "Estates Gazette Digest of Cases, 1931," pp. 357–9; *Draper* of 20th February, 1932; and *Newsagent and Booksellers' Review* of 30th April, 1932), the plaintiffs, who were jewellers, claimed a new lease. The defendants submitted that the plaintiffs were not suitable tenants: their "Poster-Method"—the placarding of the shop with notices such as "First and Last Sale," "Closing Down," "High-grade Stock at Half Prices," and the like, on various dates from 1926 onwards—being regarded by the defendants as unsuitable for what was supposed to be a first-class jeweller's shop, and especially one situated in the neighbourhood in question.

The learned judge declined to accede to the suggestion of the plaintiffs that the word "suitable" must be construed "in a very narrow sense, as between them and their landlord." He disagreed, saying: "I think you must take the word in its ordinary sense, as meaning suitable in all the circumstances of the case."

He thereupon upheld the referee's finding that the plaintiffs were not "suitable tenants," and accordingly refused the application for a new lease.

Another.

In *Morris* (*Trading as Gilbert & Hall, Chemists*) v. *Johnson and Others* (reported in the *Bournemouth Echo* of 23rd April, 1932, *Bournemouth Times* of 29th April, 1932, *Estates Gazette* of 14th May, 1932, and *Bournemouth Echo* of 17th June, 1932) the plaintiff, Mrs. Morris—widow of the original proprietor—sought under s. 5 a new lease of premises in Bournemouth, where a business of a chemist was being carried on under the style of Gilbert & Hall; the grounds being that the compensation awardable under s. 4 would be inadequate.

The plaintiff was the surviving partner in the firm; a Mr. Buchan, who had become a partner on the death of her husband, having died in September, 1931. From Mr. Buchan's death the business had been carried on by a salaried manager. The plaintiff herself resided and was residing in Ceylon.

The landlords (the defendants) submitted, *inter alia*, that, as the plaintiff was living in Ceylon, she was not a "suitable tenant." She did not, they said, manage the business, nor was she a qualified chemist under the Pharmacy Acts. The referee declined to accede to their submission. The fact that the plaintiff now lived in Ceylon was not, he said, sufficient to allow him to hold that she was not a suitable tenant under s. 5. He reported, however, in favour of the defendants on the ground that, on the evidence, the plaintiff would not be entitled to any compensation under s. 4, and therefore could not have a grant of a new lease under s. 5.

His Honour Judge Hyslop Maxwell adopted the referee's report.

A Possible Course.

In view of illustrations such as these, it may be a wise course on the part of a tenant, desirous of obtaining a grant of a new lease, to ascertain in advance from his landlord, if he can, whether the landlord intends to dispute the tenant's suitability as a tenant. If the landlord replies that he has no such intention and the tenant takes the requisite steps to enable him to apply for a new lease accordingly, the landlord may well find himself estopped from denying "suitability" thereafter.

GRAY'S INN SCHOLARSHIP.

The Arden Scholarship of 1933 (£150 a year for three years) has been awarded to Mr. Lionel Alleyne Blundell, LL.B., of Birmingham University, Holker Senior Scholar, Gray's Inn.

Company Law and Practice.

CLXVIII.

"CASH PAID TO THE COMPANY."

This term opened with a decision by the Court of Appeal which should be of great interest to readers of this series of articles, and particularly so as it affects or may affect very considerably the business community at large; I refer to *Re Matthew Ellis, Ltd.* [1933] W.N. 15 and 27. This case is not as yet reported in the Law Reports, but it seems advisable to deal with it on the information now available, in view of its importance.

Perhaps before proceeding further I should just recall s. 266 to my readers. This section provides that where a company is being wound up, a floating charge on the company's undertaking or property created within six months of the commencement of the winding up shall, unless the company was solvent immediately after the creation of the charge, be invalid except to the amount of any cash paid to the company at the time of or subsequently to the creation of and in consideration for the charge, together with interest on that amount at the rate of 5 per cent. per annum. This is exactly the same as s. 212 of the 1908 Act, except that the period of time has been increased from three to six months.

The question discussed in *Re Matthew Ellis, Ltd., supra*, and the other cases to which reference will be made later, is the meaning of the words "except to the amount of any cash paid to the company."

The cases on the point prior to the recent case were *In re Orleans Motor Co., Ltd.* [1911] 2 Ch. 41, and *Re Hayman, Christy & Lilly, Ltd.* [1917] 1 Ch. 283.

In the former case, five of the directors of the Orleans Motor Co., Ltd., gave the company's bank a joint and several guarantee of the company's overdraft. The bank began to press the company, so three of the directors each paid £500 to the company, which paid the £1,500 to the Bank with its own cheque. The company then issued debentures to the three directors for £500 each. Shortly afterwards the company went into liquidation. Parker, J., as he then was, decided that the charge was invalid. In the course of his judgment he said: "It is impossible to hold that any money was actually paid to the company at all. Three cheques passed through its hands, but they were never part of the company's assets to do what it liked with." Then, further on, he says what the object of the section was: "The section was designed apparently to prevent companies on their last legs from creating floating charges to secure past debts or for moneys which do not go to swell their assets and become available for creditors."

In *In re Hayman, Christy & Lilly Ltd.*, Astbury, J., extended the decision of Parker, J., and narrowed the meaning of the word "cash." There is no need here to recite the facts of that case, as they are not material for our purpose. He (the learned judge), in the course of his judgment, said that "the expression 'except to the amount of any cash paid to the company' means 'except to the amount of any cash absolutely and unconditionally paid to the company.'"

Neither of these decisions seemed to have been questioned since then.

Now let us turn to the recent case of *Re Matthew Ellis, Ltd.* The facts were as follows: Mr. T., who was chairman of the company, was also a partner in a firm of T., who were the chief suppliers of goods to the company. Mr. T. thought that the company might be saved if further working capital was forthcoming. Mr. T. was told by his partners that the firm would only consent to supply goods on credit to the company, if they were paid their past debt of £1,954. Mr. T. then advanced £3,000 on a debenture for that sum to the company on the understanding that the firm's debt was discharged. This was done and the firm continued to supply goods on credit down to the date of the winding up order, which was within six months of the advance. The liquidator took out a summons for a declaration that the floating charge in the debenture was invalid to the amount of £1,954, and interest thereon.

This summons was heard by Eve, J., on 29th November last year, and he decided that the debenture was invalid to the amount as asked by the summons. The reason being that the unsecured debt of the firm of T. had become a secured debt in the hands of Mr. T. Thus he was, in his opinion, following Parker, J.'s construction of the section in *In re Orleans Motor Co. Ltd.* But he was careful to point out that he was unable to accept Astbury, J.'s definition of cash as stated in *In re Hayman, Christy & Lilly, Ltd.* From this decision Mr. T. appealed.

The appeal was heard by the Master of the Rolls, Slesser and Romer, L.JJ., and the decision of Eve, J., was reversed. The court said that regard should be had to the plain wording of the section, and that "cash" meant cash in the ordinary accepted sense of the word. It was clear that in *In re Orleans Motor Co. Ltd.*, the company never received a penny. With regard to *In re Hayman, Christy & Lilly, Ltd.*, the court agreed with Eve, J., and refused to accept Astbury, J.'s interpretation of the word "cash."

Now let us examine the result of this decision. Up till the recent decision nobody could apparently safely advance money to an insolvent company with the object of setting it on its feet and attach to that advance conditions as to the payment out of it to certain creditors, even if the creditors who were to be paid had nothing to do with the person advancing the money. But *In re Matthew Ellis* has swung the pendulum back, and beyond the perpendicular. Not only is it quite clear that an advance on condition, that creditors who have no connection with the person making the advance, are to be paid, is good, but an advance may also be good if the person who advances the money and insists on the payment has some connection with the creditors. In this very case, as we saw, Mr. T. was a member of the firm of T., to whom the £1,954 was paid. There was no evidence before the Court of Appeal as to what interest Mr. T. had in the firm. But I do not think that the court would look with favour on the payment to a creditor firm or company in which the person making the advance had a controlling interest. As was very carefully emphasised in the Court of Appeal, each case depends upon its own particular and peculiar facts.

(*To be continued.*)

A Conveyancer's Diary.

Protective Trusts.

I have had occasion recently to consider s. 33 of the T.A., 1925, and the law with regard to protective trusts generally, and find many points of interest to which I propose to direct attention.

In effect the section is designed to shorten settlements and wills by providing a form which is to be incorporated by the use of the expression "protective trusts." When examined I think the form provided is not altogether satisfactory, and I am not sure that there is much to be gained by relying upon it instead of setting out the trusts in full. Apart from the deficiencies of the incorporated clauses I think that trustees prefer to have the trusts set out in the trust instrument and not by the awkward and inconvenient method of reference to a statute.

The section enacts that "When any income including an annuity or other periodical payment is directed to be held on protective trusts for the benefit of any person (in this section called 'the principal beneficiary') for the period

of his life or for any less period, then during that period (in this section called the 'trust period') the said income shall, without prejudice to any prior interest, be held on the following trusts, namely :—

"(1) Upon trust for the principal beneficiary during the trust period or until he, whether before or after the termination of any prior interest, does or attempts to do or suffers any act or thing or until any event happens, other than an advance under any statutory or express power, whereby if the said income were payable during the trust period to the principal beneficiary absolutely during that period, he would be deprived of the right to receive the same or any part thereof, in any of which cases as well as on the termination of the trust period, whichever first happens, this trust of the said income shall fail or determine."

That clause is taken from "Prideaux," which accounts for the words "or attempts to do," which do not occur in the form given in "Key and Elphinstone" or other precedent books to which I have referred. I think that these words should have been omitted and that in drafting a trust instrument adopting this clause by using the expression "on protective trusts" it would be well to provide that the clause is to be read as though they did not occur in it. It is not possible to say what may amount to an "attempt," and the trustees will often, if the clause stands as it is, be placed in a most difficult position, not knowing whether what may have been done is or is not to be regarded as such.

A further criticism of this clause which I have to make is that it does not provide that a trustee is not to be affected by any act or thing done or suffered by the principal beneficiary or the happening of any event before he receives express notice of it. There is a proviso to that effect in "Key and Elphinstone," although not in "Prideaux," and it seems to me most desirable that it should be inserted.

For the moment I will postpone dealing with the question as to when provisions of this kind are effective and when and to what extent they may be invalid. I hope to go into that after I have been through the whole section, but before leaving clause (i) an explanatory comment may be made regarding the words "other than an advance under any statutory or express power."

As the authorities stood until recently, a consent by a tenant for life to the exercise of a power of advancement did not work a forfeiture where the life interest was subject to protective trusts, although there was no express provision to that effect. How the matter stands now I am not at all sure.

In *Re Hodgson: Weston* v. *Hodgson* [1913] 1 Ch. 34, the facts were that by a marriage settlement the income of the wife's fortune was settled upon trust as to part thereof for the wife for life and as to part thereof upon trust for the husband for life or until bankruptcy or alienation or his doing some act whereby the same or some part thereof would become vested in or payable to some other person, and subject thereto upon trusts for the children of the marriage in the usual form. There was a power of advancement with the consent of the husband and wife or the survivor of them.

The power of advancement was exercised (with the consent of the husband and wife) in favour of a child, the sum advanced being settled on his marriage, and the husband and wife released their life interests therein.

It was held that by consenting to the exercise of the power of advancement and releasing his life interest in the sum advanced the husband had not forfeited his life interest under the settlement.

Neville, J., expressed his view somewhat strongly : "To suppose that by giving effect to the power of advancement the husband committed a forfeiture under the previous forfeiture clause would, to my mind, be perfectly absurd and would be failing to give an intelligent construction to the whole settlement. I think it should be read as though there had been inserted at the end of the forfeiture clause 'But this provision is not to affect any steps taken by the husband to enable the advances by the trustees hereinafter provided for to take effect.'"

It will be noticed that that was a very strong case in favour of forfeiture, because not only did the husband consent to the advancement, but he actually released his life interest, which seems to have been a work of supererogation.

In *Re Stimpson* [1931] 2 Ch. 77, it appeared that a testatrix settled certain freehold and leasehold property upon trust for sale and to pay the income to her son during his life, and after his death upon trusts for his children. The testatrix declared that if her son should assign or charge the life interest given to him by her will or any part thereof or become bankrupt or do or suffer any other act or thing whereby the said life interest or any part thereof would become vested in or payable to any other person, then his life interest should determine and the trustees should thenceforth during his life apply the income upon discretionary trusts in favour of the son and his children. The will contained no power of advancement.

The case, as reported, came before the court for the decision of the question whether the proceeds of sale of land held upon trust for sale were applicable for advancement under s. 32 of the T.A., 1925. For our information the reporter makes the following statement : "On the first hearing of the summons Luxmoore, J., decided that the plaintiff" (the son) "if he exercised any such power of advancement would under the will of Mary Stimpson" (the testatrix) "forfeit his life interest in the property." What the reporter means, no doubt, is that if the son consented to the exercise of the statutory power of advancement he would forfeit his life interest, and that is how the reporter puts it in the head-note.

There is no report of the arguments or judgment upon the first hearing of the summons, and we cannot tell whether or not his lordship's attention was called to the decision in *Re Hodgson*.

It may, of course, be that Luxmoore, J., was able to distinguish *Re Hodgson* (assuming that his lordship noticed it at all) where the power was an express one, from the case before him, where the statutory power was relied on. Without any report on this point I hardly think that *Re Stimpson* can be regarded as an authority, in view of the decision in *Re Hodgson*, which has stood for twenty years without, so far as I know, being questioned in any reported case.

By the introduction of the words "other than an advance under any statutory or express power" clause (i) purports to meet this point, but does not do so very satisfactorily. Those words seem only to qualify the words "any event happens," and not "does or attempts to do any act or thing." To make the clause clear "other than a consent to an advance under any statutory or express power" should be inserted after "act or thing." In fact it is the consent to an advance which is the step which brings about a forfeiture. It is hardly conceivable that, in the absence of the exception, the exercise by trustees of a power of advancement not requiring the consent of the person entitled to the life interest would have the effect of causing a forfeiture, although it would be an event upon the happening of which part of the income would be diverted. That appears to add force to the view expressed by Neville, J. (and not apparently acquiesced in by Luxmoore, J.) that a clause of this nature must be read so as to give an intelligent construction to the whole instrument, and for my part I do not see what difference there is in that respect between a provision which is expressed in the instrument and one which is incorporated in it by reference to a statute.

It occurs to me also that a mere consent by a person entitled to a life interest, although not in fact followed by an advance, would be an "attempt," if *Re Stimpson* is right.

I hope to continue this subject next week.

Landlord and Tenant Notebook.

Compensation demanded by Forfeiture Notice.

The statutory requirements of a forfeiture notice (L.P.A., s. 146 (1)) include a demand that the breach shall be remedied, if it be capable of being remedied, and a demand for monetary compensation. It seems rather surprising that the former provision should be qualified by a condition which merely incorporates in the section, as it were, the maxim "*lex non cogit ad impossibilia*," while the latter, so far from being qualified, actually commences with the phrase "in any case."

The interpretations placed upon these words, however, have considerably limited their apparent scope; and it now seems safe to say that, in effect, a demand for monetary compensation need only be made in any case in which the lessor wants it or can expect to get it. The point was mentioned in *Skinners' Co.* v. *Knight* [1891] 2 Q.B. 42, C.A., in which the cause of forfeiture was disrepair; the tenant complied with the demand as to remedying the breach, and the landlords then claimed possession on the ground that no compensation had been paid. What they actually wanted was the incidental expenses incurred, which had not yet been made recoverable, and are now recoverable only if the tenant requests a waiver or the court makes payment a condition of relief (see sub-s. (4)). But Fry, L.J., referring to the second demand, said that while the section created some difficulty by appearing to contemplate compensation (which meant the same thing as damages) in every case of breach, many cases occurred in which, the breach having been made good and no expense or loss incurred, there was nothing for which to make compensation, and it applied only when there was something.

Then, in *Lock* v. *Pearce* [1893] 2 Ch. 271, C.A., the tenant, who had not remedied the breach, sought to take advantage of the fact that the notice served had demanded no monetary compensation at all; an attempt treated with some scorn by the judges of the Court of Appeal. Lord Esher, M.R., said that if a lessor was bound, when the breach was capable of remedy, to require it to be remedied, it was "*impossible to suppose*, or hold, that he must ask for compensation in money as well." This would, of course, suggest that the two requirements were mutually exclusive (in an older case, *North London Land Co.* v. *Jacques* (1884), 32 W.R. 283, Bacon, V.C., distinctly treated them as alternatives, as did the parties); but his lordship went on to deal with that point, and said there was no ground for substituting "or" for "and," but that the meaning of the section was that the breach must be remedied if it could be and there must be compensation besides if there were anything to compensate. The lessor need not, however, ask for it if he did not want it; and if he did not ask for it but did want it he would not get it in any order made in subsequent ejectment proceedings. Lindley, L.J., likewise said there was no sense in asking for compensation where none was wanted or no damage had been done, and gave the example of a covenant to keep insured; if the tenant discontinued but no fire occurred there was no injury and no damage and no compensation could be claimed. The true construction, said his lordship, was that the lessor should give notice of what he requires of the lessee.

These judgments were followed, as being binding upon him, by Russell, J., in *Civil Service Co-operative Society* v. *McGrigor's Trustee* [1923] 2 Ch. 347, in which the notice made no demand of compensation, the cause of forfeiture being bankruptcy, to which, as the learned judge observed, it is difficult to make sub-s. (1) apply at all. (Bankruptcy was added to the section by the Conveyancing Act, 1892.)

One cannot but feel that these judgments have disposed of "in any case" somewhat lightly, even if one admits that common sense demands that no one should be compelled to ask for what he does not want, or cannot hope to get. But it is where the judgments suggest that there may be cases in which he is not entitled to it that they are most open to criticism. This does not apply to re-entry on bankruptcy, which is not a breach of covenant; but it does to those causes of forfeiture, such as disrepair, which are only causes of forfeiture because the lease includes all breaches of covenant in a proviso for re-entry. For on general principles, a breach of contract entitles the aggrieved party to at least nominal damages, even if the damage has been subsequently made good. And the example of a failure to keep insured chosen at random by Lindley, L.J., was perhaps an unfortunate one, for in *Hey* v. *Wyche* (1842), 12 L.J. Q.B. 83, the assignor of a lease containing such a covenant sued the assignee, who had covenanted with him to observe the covenants, for failing to keep the premises insured for a week (at the conclusion of which the plaintiff had paid the necessary premium); and it was laid down that the jury could award more by way of damages than the amount of the premium, to represent the exposure to the possibility of loss. In support of Lindley, L.J.'s example, I may mention that in *Browne* v. *Price* (1858), 4 C.B.(N.S.) 598, Williams J., curtly characterised *Hey* v. *Wyche* as a "very odd case," but it has not been overruled, and I do not think that either *Skinners' Co.* v. *Knight* or *Lock* v. *Pearce* could be relied on to support a general proposition that a lessee who remedies non-repair is under no obligation to pay damages. If owing to the disrepair the lessor had lost a chance of selling or had obtained a lower price for the reversion, on ordinary principles he would be entitled to the amount lost as special damage; it cannot be said that the mere existence of a covenant would make the property as saleable as it would be if in repair, for hard-headed purchasers, unlike Equity, never presume that what ought to have been done has been done.

The sub-section provides that the right of re-entry is not barred if the tenant fails to remedy, etc., and to make reasonable compensation in money, *to the satisfaction of the lessor* for the breach. The words italicised have not been judicially interpreted, but having regard to Fry, L.J.'s judgment in *Skinners' Co.* v. *Knight*, *supra*, in which he said that the measure was the same of damages, I presume that the landlord must be deemed to be satisfied with an amount so measured. Alternatively, an interpretation might be placed upon the words analogous to that given to the phrase "to the satisfaction of a surveyor," as to which see 74 Sol. J. 797.

Our County Court Letter.

THE VALIDITY OF TESTATORS' GIFTS *INTER VIVOS*.

The above subject was considered at Bristol County Court in the recent case of *In re Batchelor*, in which the facts were as follows: (1) an intestate had died on the 17th October, 1931, being survived by her two parents; (2) the latter had separated in 1929, but met again at the funeral, when the father informed the mother that she could have all the daughter's money; (3) letters of administration were accordingly taken out by the mother, but (on the death of the father) probate of his will was granted on the 13th July, 1932, to the lady with whom he had been living. This executrix accordingly claimed the testator's share in the estate of his deceased daughter, and it was stated by a solicitor (whose claim to privilege was overruled) that he was consulted in November, 1931, by the testator, who had stated that the daughter's property would be equally divided between his wife and himself. On the other hand, two sons of the testator gave corroborative evidence of the conversation at the funeral, and it was held by His Honour Judge Parsons, K.C., that there had been a valid gift to the wife. Judgment was therefore given in her favour with costs. Compare *In re Swinburne* [1926] 1 Ch. 38.

THE RIGHTS AND LIABILITIES OF SEEDSMEN.

In the recent case of *Godfrey's Nurseries* v. *Evans and Evans* at Stourbridge County Court, the claim was for £7 6s. 9d. in respect of flower and vegetable seeds, which were delivered (between the 15th January and the 19th March, 1932) on sale or return. The plaintiffs' case was that (1) this meant that the defendants would sell what they could during the season (viz., until the end of May) and return the remainder; (2) a written request for the return of the remainder (on the 7th July) was ignored; (3) the unsold seeds were not returned until the 4th October, but (as they were then useless) the plaintiffs refused to accept them and sued for the price. The defence was that (*a*) the phrase "the end of the season" meant the time at which the seeds became unsaleable; (*b*) although the defendants traded as the "Regal Food Depot," the wife conducted the seeds business, and the husband was not liable. His Honour Judge Roope Reeve, K.C., gave judgment (*a*) against the wife for £7 6s. 9d. (with payment out of £2 15s. 3d. paid into court by her); and (*b*) in favour of the husband, but without costs, as he had not pointed out that he did not own the business. For a prior reference under the above title, see the "County Court Letter" in our issue of the 17th December, 1932 (76 Sol. J. 886).

THE DEFINITION OF A 1932 MODEL MOTOR CAR.

The above subject was recently considered at Newcastle-on-Tyne County Court, in *Johnson* v. *Henderson*, in which the claim was for £72 8s. 5d. for arrears of instalments under a hire-purchase agreement of a motor car, and the counter-claim was for fraudulent misrepresentation, viz., that the car, instead of being a new Chrysler 1932 light six C.M.L. model, was in fact a 1931 De Soto. The plaintiff's case was that: (1) the agreement was made on the 5th May, 1932, for the sale and purchase of the Chrysler car for £335, but the defendant was allowed £115 in part exchange for an Essex; (2) although the car came into existence in July, 1931 (as a De Soto), the date of a car was not necessarily the year it was built; (3) after alteration, the car was correctly described as a 1932 Chrysler, as the relevant date was the year of the model. The defendant's case was that: (1) the car had been fitted with new hubs, discs, radiator cover and badge, while the letters "C.M.L." were marked on the engine; (2) this had been done by the official distributing agents for the car (who had acted as the plaintiff's agents), though without his actual connivance. His Honour Judge Thesiger gave judgment in favour of the plaintiff for the amount claimed, without costs, and in favour of the defendant on the counter-claim for £50 with costs. For a prior reference, see the "County Court Letter" in our issue of the 11th June, 1932 (76 Sol. J. 409).

Practice Note.

DISTRICT REGISTRIES.

New Forms of Writ and Appearance.

The attention of the profession is drawn to four new forms which have just been issued for use in District Registries. These forms, which have been prescribed by the Masters and approved by the Lord Chancellor under r. 33 of Ord. LXI, comprise adaptations of the modifications in the forms which for some time past have been in use in the Central Office so as to enable a defendant to avail himself of the procedure laid down in r. 8A of Ord. XII, whereby a defendant desiring to enter an appearance in person may do so by post.

The amended forms will be published in full in our next issue under "Rules and Orders"; meanwhile, as they come into operation immediately, it should be noted that the amended forms of writ should henceforth be used—they are now on sale.

In Lighter Vein.

The Week's Anniversary.

James Shaw Willes, born on the 13th February, 1814, was the son of a physician practising at Cork. Perhaps, had he chosen the Irish Bar with its genial traditions, his life would have been less painfully laborious and his end happier. As it was, he joined the Inner Temple, became a pupil of Thomas Chitty (the Great) at 1 King's Bench Walk, and being persuaded by him to practise in England, was called to the Bar here in 1840. Of his early days it is told that while still comparatively obscure he suffered a piece of studied discourtesy at the hands of the notorious Sir Richard Bethel (Lord Westbury that was to be) with whose conclusions he had ventured to differ in a consultation. After he had stated his reasons at some length, Bethel turned to the other leader in the case and said with deliberate insolence: "Well, Serjeant Hayes, we have come to a clear opinion in this case and this young gentleman—I forget his name" (referring to the back of his brief) "Ah, I see, Mr. Wills or Willes or some such appellation—I understand differs from us. Perhaps he will be kind enough to write out the conclusion we have come to and send it to us for our signatures." The insult, the more unjustifiable as the junior's opinion proved to be correct, was never forgiven. Willes succeeded Maule, J., in the Court of Common Pleas, where he proved himself one of the most profound lawyers of his day and broke himself down with years of overwork. In 1872, shortly after a particularly heavy assize at Liverpool, he shot himself.

The First Step.

A learned judge's son who held his first brief recently in the King's Bench Division had the simple task of announcing that his clients had consented to judgment—a combination of circumstances which was found worthy of a note in the press and which MacKinnon, J., remarked was unfortunate for him in depriving him of the chance of arguing the case. This little incident recalls the first public notice said to have been accorded to Serjeant Dowling when he was newly launched at the Bar. In a case in which he had hitherto sat inactive as junior to an eminent leader, a witness who had been called into the box was about to be dismissed without being examined: "Allow me to ask a question," said Dowling to his leader, and one question he asked. As a result, the newspaper report of the case contained the following paragraph, "Here Mr. Dowling rose and in a most impressive tone and manner asked the witness where he lived."

Millions in the Scales.

A High Court judge, even working on a reduced salary, must feel the godlike majesty of his office when called on to determine the fate of a £37,000,000 claim as was Luxmoore, J., recently in the *Grand Trunk Railway Case*. Still, in these upper regions of calculation, a far more spectacular judgment was given in 1855, when Judge Thompson of the High Court of California awarded John Sutter £40,000,000 damages against over 17,000 trespassers on his estates, £5,000,000 against the State Government and £10,000,000 against the Federal Government of the United States. Sutter's vast territories comprised the sites of San Francisco and Sacramento. There he lived in princely state owning great herds of cattle and keeping a private army to overawe the Indians. Then gold was discovered on his land and all his property rights were violated in the ensuing rush. The action which he won took him four years to prepare, but it availed him nothing. The enraged mob ravaged his estates, burnt the San Francisco Court House and tried to lynch Judge Thompson who had to run for his life. After years of futile effort to obtain justice at Washington, Sutter died a pauper outside the Capitol.

Reviews.

The Law of Bankers' Commercial Credits. By H. C. Gutteridge, M.A., LL.D., of the Middle and Inner Temples, one of His Majesty's Counsel. 1932. pp. (with Index) 124. London: Sweet & Maxwell, Ltd. 10s. net.

The system described in this book is the outcome of a desire on the part of merchants engaged in the export trade to facilitate their commercial transactions; and the learned author is the first to deal with its legal aspects. He has, however, tackled this "hazardous enterprise," as he calls it, with skill and courage, and the result is an extremely readable and, at the same time, useful book.

This branch of law is not by any means fully developed, but this book will be of considerable assistance to anyone who has to deal with problems arising out of bankers' commercial credits. In addition to the text, there are an appendix of forms, an index of cases, and an adequate general index. It is, in fact, an attractive little book.

If, as one hopes, our export trade improves, there will probably be considerable litigation in this branch of law. It is to be hoped that, as the law becomes settled, the learned author will revise this work.

The Law and Practice Relating to Incorporated Building Societies. By C. P. Best, B.A., LL.B., of the Middle Temple, Barrister-at-Law. 1932. Crown 8vo. pp. xxxii and (with Index) 453. London: Sir Isaac Pitman & Sons, Ltd. 12s. 6d. net.

This volume opens with a foreword by Sir G. Stuart Robertson, K.C., the Chief Registrar of Friendly Societies, who commends the work as one for which there is plenty of room and in which the author has wrestled with many points where the law is obscure in itself and with others where it has been made more obscure by legal decisions. The book is intended for the guidance of students and others who desire at the shortest possible notice to acquire a working knowledge of the Building Societies Acts and the various regulations made pursuant thereto. The book shows signs of having been very carefully written, and the text contains a large number of useful internal cross-references which are of great assistance to the reader. The author deals with the constitution and status of building societies and their internal administration. The rights and liabilities of members, the decisions of internal disputes and the winding up of these societies are all fully dealt with. Appendices of Acts and Regulations, supplemented by model rules, complete a volume which deals clearly and comprehensively with the whole subject.

Law of Inland Transport. By W. H. Gunn, LL.B., of the Middle Temple and South-Eastern Circuit, Barrister-at-Law. 1932. Demy 8vo. pp. xviii and (with Index) 314. London: Sir Isaac Pitman & Sons, Ltd. 8s. 6d. net.

This is a volume primarily intended for the student and business man, and it has been written with the object of producing a book dealing with the subject of carriage by land as a whole, and placing the legislation concerning railways in its right position in relation to the law of carriage generally. The volume contains statements of law with sufficient references to decided cases to enable even a lawyer to get "on the lines," as it were, and follow up the implications of any statement made. The position of carriers at common law and their relations with consignors and consignees of goods, forms the subject of Part I. Part II deals with carriage of goods by railway whilst carriage of passengers forms the third Part. The remainder of the book is taken up with miscellaneous matters arising out of the foregoing and explains, *inter alia*, the work of the Railway Rates Tribunal and matters generally incidental to legal proceedings against carriers. Altogether the book should prove very useful, especially for students preparing for various examinations and also for business men.

Outlines of Local Government of the United Kingdom (and the Irish Free State). Tenth Edition. 1933. By John J. Clarke, M.A., F.S.S., of Gray's Inn and the Northern Circuit, Barrister-at-Law. Crown 8vo. pp. viii and (with Index) 279. London: Sir Isaac Pitman & Sons, Ltd. 5s. net.

The numerous important changes that have taken place in local government law during recent years have necessitated a quick succession of new editions of this standard text-book. This is the tenth edition since 1916 and the fifth since 1926, and the learned author deserves congratulations on the conspicuous ability with which he has gradually incorporated into the work a concise account of such voluminous statutes as the Rating and Valuation Act, 1925, the Rating and Valuation (Apportionment) Act, 1928, the Local Government Act, 1929, the Housing Act, 1930, the Town and Country Planning Act, 1932, and the Children and Young Persons Act, 1932. It is an invaluable guide to a complicated system of law and will be found useful by all those who for any reason desire a working knowledge of this vast territory.

Every Man's Own Lawyer. By a Barrister. Sixty-second Edition. 1932. Demy 8vo. pp. xvi and 848. Dictionary of Legal Terms and Index 56 pp. London: Crosby, Lockwood, Ltd. 15s. net.

A certain Tom Touchy was described in "Addison's Spectator" as a fellow "famous for taking the law of everybody; there is not one in the town where he lives that he has not sued at a quarter sessions." A book such as this can be of great assistance to all the modern Tom Touchies, of whom still a few survive until restrained by the exercise of the beneficent provisions of the Vexatious Actions Act, 1896. It can also be a boon to all those lay lawyers, who appear in the courts in person, draw their own written agreements, wills and other legal documents, and generally speaking seek to "do the lawyers out of a job." Indeed, the publishers announce on the dust jacket "Price 15s. saved at every consultation." The author is, however, careful to point out that the object of the work is to enable those who consult it to dispense "as far as possible" with professional assistance and advice, and that "it is not always nor in every transaction that the services of a solicitor can be dispensed with." This is obvious from the fact that countless legal terms must remain a mystery to the layman in spite of the most lucid dictionary of legal terms, and nearly all law books are written in another language despite the most strenuous efforts by the author to "make the work intelligible to all." But in face of these obstacles the author has produced a work which is marvellous both for comprehensiveness and for its value, and which, in the right hands, can neither give the little knowledge that is dangerous, nor rob solicitors of any potential clients.

Books Received.

The Companies Act, 1929, with Special Reference to Scotland. By A. C. Bennett, Solicitor and Company Registration Agent. 1933. Demy 8vo. pp. xv and (with Index) 190. Edinburgh: W. Green & Son, Ltd. 10s. 6d. net.

The Modern Law of Real Property. By G. C. Cheshire, D.C.L., M.A., of Lincoln's Inn, Barrister-at-Law. Third Edition. 1933. Medium 8vo. pp. xlvi and (with Index) 899. London: Butterworth & Co. (Publishers), Ltd. 30s. net.

A Digest and Index of the Official Reports of Tax Cases, 1932. Second Supplement to the Fourth Edition. By Sir Edward R. Harrison, LL.B., of the Middle Temple, Barrister-at-Law. 1933. Medium 8vo. pp. xiv and 363. London: H.M. Stationery Office. 12s. 6d. net, postage extra.

[All books acknowledged or reviewed can be obtained through The Solicitors' Law Stationery Society, Limited, London and Liverpool.]

Correspondence.

Costs of Leases.

Sir,—I am much obliged to you for inserting in last week's issue of THE SOLICITORS' JOURNAL my letter recording the passing of my resolution on the subject at the special general meeting of The Law Society held on the 27th ultimo. In your report, however, of that meeting you said that I agreed to amend my motion so as to give it merely the effect of an expression of opinion, and that it was put to the meeting and carried in this form; but as a matter of fact the resolution, as carried, went much further than this. The original motion asked that the Council should take the earliest opportunity of introducing legislation on the subject, and the modification which the President asked me to accept, and to which I agreed, was to delete from the resolution any reference to initiating legislation, so that the motion asked that the Council be requested to take early action with regard to the incidence of the costs of a lease, and, as reported in the Press on the following day, the motion in these terms was carried.

Stone-buildings, N. L. GARRETT.
Lincoln's Inn, W.C.2.
8th February.

[We thank Mr. Garrett for his letter, and regret that our report created a wrong impression. We are, however, grateful to him for drawing our attention to the matter and for correcting the statement which appeared in our report. —ED., *Sol. J.*]

British Russian Gazette and Trade Outlook Ltd. v. *Associated Newspapers Ltd.*

Sir,—In the report in to-day's issue of *The Times* of the above case, I am surprised to see that Mr. Justice Avory, of all people, is reported to have said that he did not know what "putting it across" meant. All he knew about that expression was that a huntsman was sometimes told when the dogs (*sic*) were lagging to put it across them with a whip.

I feel certain that he must have been misreported. Our huntsman (on rare occasions) when hounds do not get away quickly together tells his first whip to "put his whip into them." Such succession of inaccuracies is unbelievable, and the offence might be mitigated by an immediate subscription to the British Field Sports Society, at St. Stephen's House, Westminster, with, if necessary, a denial of liability.

2nd February. "HARKAWAY."

Obituary.

MR. W. BRADLEY.

Mr. William Bradley, J.P., solicitor, partner in the firm of Messrs. William Bradley & Son, of Cardiff, died on Tuesday, 31st January, in his ninety-first year. Mr. Bradley was admitted a solicitor in 1867, and first practised on his own account in 1868. He was a foundation member of the old Cardiff Law Library movement, which subsequently became the Cardiff Law Society. He was elected President in 1890, and acted as Treasurer until 1923. He was a director of the Solicitors' Benevolent Association, and an ex-chairman of the local committee.

MR. E. GULLIFORD.

Mr. Edwin Gulliford, solicitor, partner in the firm of Messrs. Page, Gulliford & Gregory, of Southampton, died on Sunday, 29th January, at the age of seventy-four. He was admitted a solicitor in 1896, and went into partnership with Mr. H. D. M. Page. Mr. Gulliford was President of the Hampshire Incorporated Law Society in 1925-26, and had been Deputy Clerk of the Peace for the Borough of Southampton since 1897.

MAJOR O. PAPWORTH.

Alderman Major Oliver Papworth, V.D., the oldest practising solicitor in Cambridge, died at Over, on Wednesday, 1st February, at the age of eighty-one. Major Papworth, who was admitted in 1874, was a partner in the firm of Messrs. Papworth & French. He was a member of the Cambridge Town Council and of the Cambridgeshire County Council.

MR. J. J. ROPER.

Mr. John James Roper, solicitor, senior partner in the firm of Messrs. Roper & Roper, of Bridport, died on Monday, 30th January, at the age of seventy-two. Mr. Roper was admitted a solicitor in 1884, and for many years had been clerk to the Bridport Rural District Council, and to the local guardians.

MR. G. R. SCOTT.

Mr. George R. Scott, solicitor, of Alfreton, and managing clerk to Messrs. Rickards & Cleaver, of Alfreton, died on Saturday, 4th February, at the age of fifty-eight. He was born in Leeds and was a son of one of the principals of the firm of Messrs. Scott & Turnbull, solicitors, of Leeds.

MR. D. J. EDMONDS.

Mr. David John Edmonds, solicitor, died at Sydenham on Thursday, 19th January, at the age of seventy-two. Mr. Edmonds, who was admitted a solicitor in 1892, was senior partner in the firm of Messrs. G. S. Warmington and Evans, of Moorgate, E.C.

Notes of Cases.

House of Lords.

Arcos, Limited *v.* E. A. Ronaasen & Son.

2nd February.

SALE OF GOODS—TIMBER—RIGHT OF REJECTION—GOODS NOT WITHIN SPECIFICATION—ARBITRATION CLAUSE.

This appeal raised the question whether the buyers, Ronaasen and Son, were entitled to reject Russian timber supplied under a contract notwithstanding an arbitration clause in the contract which provided that the goods should not be rejected. The real dispute was whether the goods satisfied the description as to measurement contained in the contract. The umpire had found that, although the goods tendered were not strictly within the specification, they were so near as to be commercially within it, and that the goods tendered were of the same value as they would have been if they had been strictly within the specification, and he held that the respondents were not entitled to reject the goods. Wright, J., decided in favour of the respondent buyers on the ground that the difference in the sizes were not of such a trivial character as would justify its being disregarded by the court, and that the findings as to measurement showed that the goods were not those contracted to be sold, and that it was those goods, and not their commercial equivalent, that the buyers were entitled to demand. The Court of Appeal confirmed that view and the sellers now appealed.

Lord BUCKMASTER, in giving judgment, said that the real question was whether the statement of the arbitrator that the staves when shipped were commercially within and merchantable under the contract showed that the arbitrator had found that, according to its proper construction, the contract had been satisfied. The very wording of the phrase led strongly to the conclusion that it did not bear that interpretation. The fact that the goods were merchantable was no test proper to be applied in determining whether the goods satisfied the contract description, and the phrase "commercially" showed that, while the goods did not in fact

answer the description, they could, as a matter of commerce, be so dealt with, but the rights of the buyers under the contract were not so limited. If the article they had purchased was not in fact the one delivered, they were entitled to reject it, even though it was the commercial equivalent of that which they had bought. But for the decision in the case of *Vigers Brothers* v. *Sanderson* [1901] 1 K.B. 608, there could, he thought, be little doubt, but there was no such word as "about" in the present contract. He agreed with the judgment of Scrutton, L.J., in *Green* v. *Arcos, Ltd.*, 47 T.L.R. 336, that the phrase was only intended to cover cases in which the difference was so small that the law would not regard it. He could find no flaw in the reasoning of Wright, J., and the Court of Appeal, and their unanimous opinion rendered further discussion unnecessary.

Lords WARRINGTON and ATKIN also gave judgment dismissing the appeal.

COUNSEL: *van den Berg*, K.C., and *Gordon Alchin*; *Le Quesne*, K.C., and *W. Arthian Davies*.

SOLICITORS: *Wynne-Baxter & Keeble*; *Nisbet, Drew and Loughborough*.

[Reported by S. E. WILLIAMS, Esq., Barrister-at-Law.]

Partridge Jones and John Paton, Ltd. *v.* **James.**

3rd February.

WORKMEN'S COMPENSATION—DISEASE OR ACCIDENT—DISEASED ARTERIES—DEATH FROM ORDINARY EXERTION.

This appeal raised the question whether the respondent and her three infant children were entitled to compensation in respect of the death of her husband while in the employment of the appellants. On 11th October, 1930, the dead man was employed as a dipper, which included the process of drossing, that is, the process of dipping heavy sheets of metal into a pot of dross and then removing them. After dipping a certain number the dipper had to clean out the dross from the pot. At 12.30 p.m. on that day the dead man had finished cleaning out the dross and stepping off a staging exclaimed, "Oh, my chest!" and within ten minutes he died. The county court judge found that the dead man was at the time of his death and had been for some time before suffering from disease of the coronary arteries and that the physical exertion which he went through while performing his ordinary work accelerated his death and caused it to take place when it did. He held that the death was caused by accident arising out of and in the course of the employment. The Court of Appeal upheld the award.

Lord BUCKMASTER, in giving judgment, said that the real case made against the judgment appealed from was that in order to show that a man was entitled to the benefit of the Act it was necessary to show that he had suffered an injury as the result of some definite thing that he did in the course of his work. If in the normal course of his work he broke down and died, the appellants' case was that that was not sufficient unless one could point to a specific injury resulting from a specific act. Whatever might have been said about the merits of that argument twenty years ago, it was impossible to be advanced to-day while that House was bound by *Clover, Clayton & Co.* v. *Hughes* [1910] A.C. 242. There appeared to him no ground for distinction between the present case and that one. When the county court judge had held that the result of the work was a failure of blood supply resulting in *angina pectoris*, and that it was because the man was engaged in doing his ordinary work in that diseased condition that the work and disease together caused the death, it was impossible to deny that that was within the case cited. The judgment of the Court of Appeal was right and should be affirmed.

Lords WARRINGTON, TOMLIN, RUSSELL and WRIGHT agreed.

COUNSEL: *Edgar T. Dale, H. H. Roskin* and *James MacMillan*; *Edward Cave*, K.C., and *Godfrey Parsons*.

SOLICITORS: *L. Bingham & Co.*; *Pattinson & Brewer*.

[Reported by S. E. WILLIAMS, Esq., Barrister-at-Law.]

High Court—Chancery Division.

Prudential Assurance Co. *v.* **Adelaide Electric Supply Co.**

Farwell, J. 1st February.

ENGLISH COMPANY IN AUSTRALIA—DIVIDENDS IN ENGLAND IN STERLING.

In this action the plaintiff company on behalf of themselves and others as English registered holders of certain stock in the Adelaide Electric Supply Co. claimed that they were entitled to be paid the dividends on the stock in sterling for the full amount and not subject to deduction for Australian exchange.

The Adelaide Electric Supply Co. was a company registered in England, but carrying on business exclusively in Australia. The plaintiffs were the holders of £11,000 5 per cent., free of British income tax, "A" cumulative preference stock and £10,000 6½ per cent. "C" cumulative preference stock of the defendant company. By a special resolution of the defendant company of 19th January, 1921, it was provided that all business of the company except formal business required by statute to be transacted in England should be transacted in Australasia, and also that all dividends should be declared at general meeting in Australasia and no profits should be transmitted to the United Kingdom except in payment of dividends to members resident there. The defendants contended that the circumstance that a holder of stock was registered in England and not in Australia was irrelevant in determining his rights.

FARWELL, J., in giving judgment, said the result of the procedure by the defendants had been that the English stockholders by reason of the difference in the rate of exchange had been paid substantially smaller dividends. To solve the problem it was necessary to ascertain whether the pound in England and Australia was the same monetary unit. That was a question of fact, and in *Broken Hill Proprietary Co.* v. *Latham*, 49 T.L.R. 137, the Court of Appeal had held that the English pound and the Australian pound were separate monetary units. In his opinion the obligation of the defendant company was to pay the dividends on the stock in question in English currency. He was unable to find anything in the resolution of 1921 which affected in any way the *prima facie* obligation of the defendants to pay the dividends to the English stockholders in English pounds and the plaintiffs were therefore entitled to succeed with costs. He carefully refrained from expressing any opinion as to the position of stockholders in Australia.

COUNSEL: *Spens*, K.C., and *H. S. G. Buckmaster*; *Gavin Simonds*, K.C., and *Andrewes-Uthwatt*.

SOLICITORS: *Herbert H. Moseley*; *Sydney Morse & Co.*

[Reported by S. E. WILLIAMS, Esq., Barrister-at-Law.]

High Court—King's Bench Division.

Burnett Steamship Co. Ltd. *v.* **Joint Danube and Black Sea Shipping Agencies.**

MacKinnon, J. 13th January.

SHIPPING — CHARTER-PARTY — LOADING — TIME LOST THROUGH RAIN TO BE ADDED TO LOADING TIME—RAIN, BUT NO CARGO AVAILABLE FOR LOADING—TIME LOST NOT ADDED.

Case stated by an arbitrator.

By a charter-party dated the 9th April, 1931, the steamship "Burnhope," belonging to the appellant shipowners, was chartered by the respondents to go to certain ports on the

Danube and there load a cargo of grain. The cargo was to be loaded at a specified rate per day, and clause 4 of the charter-party provided as follows: "Should any time be lost whilst the steamer is in a loading berth owing to work being impossible through rain . . . the amount of actual time so lost during which it is impossible to work owing to rain, . . . to be added to the loading time. The "Burnhope" loaded her cargo in due course, and if she had loaded continuously at the specified rate the time allowed for loading would have been fifteen days thirteen hours. Rain, however, occurred at intervals during the period, and while it was falling loading would have been impossible, and the total time during which rain was falling was two days. The charterers contended, therefore, that their time for loading had been extended by two days, and that they had seventeen days thirteen hours before demurrage began to run. In fact, however, the charterers had no cargo alongside ready for loading at the time when the rain occurred, and the shipowners therefore contended that the loading had not been prevented by rain within the meaning of clause 4. The arbitrator found as a fact that, even if the charterers had had cargo alongside, the rain would have prevented it being loaded, and he allowed the charterers the two extra days.

MacKinnon, J., said that in his view the award in favour of the charterers was wrong. The clause did not say "should rain occur to an extent which in any case would render loading impossible"; it said "should time be lost." There must be an actual interruption of loading by the rain, and it was impossible to say that any time had been lost owing to rain, because no cargo was available when the rain occurred. The charterers could not show that but for the rain they could have loaded cargo. It was not enough that rain occurred during the loading period; the loading must have been actually interrupted by it. Judgment for the shipowners.

Counsel: *W. L. McNair*, for the appellant shipowners; *Sir Robert Aske*, for the charterers.

Solicitors: *Botterell & Roche; W. & W. Stocken.*

[Reported by Charles Clayton, Esq., Barrister-at-Law.]

Bonar Law Memorial Trust *v.* Commissioners of Inland Revenue.

Finlay, J. 27th January.

Revenue—Income Tax—Trust for Education in Political Matters—Governed by, and conducted in the interests of, one Political Party only—Not a Charitable Trust—Income Tax Act, 1918 (8 & 9 Geo. 5, c. 40), s. 37.

The Bonar Law Memorial Trust was created under a deed dated the 21st November, 1929, executed after the death of Urban Broughton, who had previously given £100,000 on oral trust to the then chairman of the Central Office of the Conservative Party. The trust was administered by a governing body all of whom were members of the Conservative Party. With the money paid to him by Urban Broughton, the chairman of the Central Office of the party bought Ashridge House, Hertfordshire, and the objects of the trust, as set out in the deed, included: "(c) to cause the said mansion house and gardens and park to be used for the purposes of an educational centre or college for educating persons in economics, in political and social science, in political history with special reference to the development of the British Constitution and the growth and expansion of the British Empire . . ." Evidence was given that the intention of the governing body was to educate students in political principles, and to exclude propaganda in support of a particular party, though it was admitted that the governors and the education committee were wholly composed of members of the Conservative Party; and that lectures were given on the Conservative Party organisation, but not on Liberal or Socialist organisations. On behalf of the trust, it was contended that it was founded solely for the advancement of education and the public benefit, and was a trust established for charitable purposes only, that its income was applicable and had been applied to charitable purposes only, and was therefore exempt from income tax. In the opinion of the Commissions the political or party object of the trust was the primary object, and they held therefore, that it was not a charity within the meaning of the Act, and that the claim failed. The trust now appealed.

Finlay, J., said that it had been suggested by counsel for the appellant trust that a trust for the maintenance of Conservative principles would be a good charitable trust. He (his lordship) was not prepared to hold that. No case had gone so far. Was the correct view that this was a trust for education, the duty of carrying out the education being entrusted to a particular party? That would not, in his opinion, invalidate the charitable purpose. If, on the other hand, the trust was for the Conservative Party, then the fact that the lectures, etc., were educative would not make it a charity. He did not think, on the deed, that it was possible to say that it was a trust for charitable purposes only. The appeal must be dismissed.

Counsel: *Needham*, K.C., and *H. C. Graham*, for the appellant trust; *The Solicitor-General* (Sir Boyd Merriman, K.C.) and *R. P. Hills*, for the Crown.

Solicitors: *Lewis and Lewis; Solicitor of Inland Revenue.*

[Reported by Charles Clayton, Esq., Barrister-at-Law.]

TABLE OF CASES previously reported in current volume.

	Page
Appeals of W. H. Cowburn and Cowpar, Ltd., *In re*; Alfred Bailey and William Henry Bailey, *In re*	64
Broken Hill Proprietary Company, Limited *v.* Latham and Others	29
Bryce *v.* Bryce	49
County Borough of Gateshead (Barn Close) Clearance Order, 1931, *In re*	12
Dawson *v.* Winter	29
Dodds, Alfred E., *In re* the Appeal of; McManus, *In re*	49
Donovan and Another *v.* Union Cartage Company, Ltd.	30
Henry (Inspector of Taxes) *v.* Galloway	64
Kleinwort, Sons & Co. *v.* Associated Automatic Machine Corporation, Ltd.	12
Matthew Ellis Limited, *In re*	82
Milner *v.* Allen	83
Morriss *v.* Baines & Co., Ltd.	84
Owners of s.s. "Anastasia" *v.* Ugleexport Charkow	12
Oxley, *In re*	11
Rex *v.* Manley	65
Rex *v.* Stringer	65
Rex *v.* William Bolkis	13
Seaton *v.* Slama	11
Shuttleworth *v.* Leeds Greyhound Association Ltd. and Others	48
Trenchard, H., as Liquidator of The National United Laundries (Greater London), Ltd. *v.* H. P. Bennet (H.M. Inspector of Taxes)	83
Walters' Deed of Guarantee; Walters' "Palm" Toffee Limited *v.* Walters, *In re*	83
Wesleyan and General Assurance Society *v.* Attorney-General	18
White Sea Timber Trust, Limited *v.* W. W. North, Limited	30
Woodfield Steam Shipping Co. Limited *v.* Bunge, Etc., Industrial of Buenos Ayres	64

Parliamentary News.

Progress of Bills.

House of Lords.

British Wild Birds (Protection) Bill.
Read First Time. [7th February.

Foreign Judgments (Reciprocal Enforcement) Bill.
Read First Time. [8th February.

Road Traffic Speedometer Bill.
Read First Time. [8th February.

House of Commons.

Austrian Loan Guarantee Bill.
Read Second Time. [7th February.

Bridlington Corporation Bill.
Read First Time. [7th February.

City of London (Various Powers) Bill.
Read First Time. [7th February.

Commercial Gas Bill.
Read First Time. [7th February.

Dewsbury and Ossett Passenger Transport Bill.
Read First Time. [7th February.

Dewsbury Corporation Bill.
Read First Time. [7th February.

Frimley and Farnborough District Water Bill.
Read First Time. [7th February.
Gas Light and Coke Company Bill.
Read First Time. [7th February.
Great Western Railway Bill.
Read First Time. [7th February.
Indian Pay (Temporary Abatements) Bill.
Read First Time. [8th February.
Kingston-upon-Hull Corporation Bill.
Read First Time. [7th February.
London and North Eastern Railway Bill.
Read First Time. [7th February.
London County Council (General Powers) Bill.
Read First Time. [7th February.
London Midland and Scottish Railway Bill.
Read First Time. [7th February.
Mablethorpe and Sutton Urban District Council Bill.
Read First Time. [7th February.
Manchester Corporation Bill.
Read First Time. [7th February.
Manchester Ship Canal Bill.
Read First Time. [7th February.
Mersey Tunnel Bill.
Read First Time. [7th February.
Norwich Corporation Bill.
Read First Time. [7th February.
Plympton St. Mary Rural District Council Bill.
Read First Time. [7th February.
Preston Corporation Bill.
Read First Time. [7th February.
St. Helens Corporation Bill.
Read First Time. [7th February.
Sheffield Extension Bill.
Read First Time. [7th February.
Sidmouth Urban District Council Bill.
Read First Time. [7th February.
Southern Railway Bill.
Read First Time. [7th February.
Staffordshire and Worcestershire Canal Bill.
Read First Time. [7th February.
York Corporation Transport Bill.
Read First Time. [7th February.

Societies.

London School of Economics.

THE RENT RESTRICTION ACTS.

Professor D. Hughes Parry delivered a lecture on this subject at the School of Economics on Tuesday, 31st January. He explained that these Acts were in many ways typical of the character, form and substance of much modern legislation, and were, therefore, a suitable ground in which to inspect the modern work of the courts in the interpretation of statutes. They had been a temporary and emergency measure to meet the rise in working-class rents during the early years of the war. The original Act had been intended to cease with the war, but its successors had been prolonged by various enactments and now appeared every year in the Expiring Laws Continuance Act. This temporary and emergency character had been advanced as one reason for restricting the operation of the Acts as controlling statutes; it was not an uncommon feature of much recent legislation.

The second feature of the Rent Restriction Acts was that they contained sections framed during their passage through Parliament, as well as the work of professional draftsmen. The third feature was common to much recent commercial, social and industrial legislation. Defects of the original Act were made good by a number of amending statutes and all the Acts were consolidated by a later statute, which might be amended from time to time to meet awkward legal decisions, to prevent some abuse, or to reflect the prevailing temper of the Government of the day. This process was largely responsible for the much-criticised practice of legislation by reference. A direction that an amending Act should be construed as one with the principal Act might be given even when the amending Act reflected a different policy. The fourth feature of the Acts was that they reflected a common modern tendency to impose in the public interest legal limitations on the individual's freedom to contract and enjoy his own property.

Problems of Construction.

These four general features made the variety and complexity of the problems which confronted judges whose duty it was to construe the Acts. The principal problem of construction was whether the privilege conferred on the tenant was a personal privilege, lasting while he remained in possession, or a peculiar proprietary interest possessing some of the incidents associated with the legal ownership of an interest in land. The equity judges of the seventeenth and eighteenth centuries had faced the same problem when they had decided to protect the *cestui que trust* in the enjoyment of his beneficial interest, but the civil courts of to-day operated within more narrowly defined limits and used no unstereotyped equitable maxims. In interpreting statutes they chose or rejected, according to their own trained instincts, from a number of rules of construction. The rule of construction according to the intention of the Legislature had been applied by different judges to these Acts with diametrically opposite results. Another rule of construction that had played its part in defining the nature of a statutory tenancy had been the rule that Acts of Parliament should be so interpreted as in no respect to interfere with a clear private right unless that private right was taken away expressly. In so far as the Acts or any part of them had been viewed by the particular judge as restrictive or penal in character, this rule had been applied. Slesser, L.J., in *Skinner* v. *Geary* [1931] 2 K.B. 568, had said:—

> "It must not be forgotten that the original Rent Restriction Act invaded the common law right of landlords to regain possession of their premises at the end of the tenancy, and the Rent Acts must be regarded as creating rights in statutory tenants which they would not have by reason of their original tenancy."

In *Re Cuno, Mansfield* v. *Mansfield* (1889), 43 Ch. D. 12, 17, that great judge, Bowen, L.J., said that

> "In the construction of statutes you must not construe the words so as to take away rights which already existed before the statute was passed, unless you have plain words which indicate that such was the intention of the Legislature."

In the application of these rules of construction the courts had evolved a principle that might well serve as a precedent. They said that *prima facie* the statutory tenant had a purely personal privilege of which he could not dispose voluntarily or involuntarily during his lifetime or by will except in so far as he was expressly or by necessary implication authorised to do so by the Acts. The principle they had applied in ascertaining the limits of the tenancy appeared to be that when the Legislature by statute afforded relief to a class of persons by restricting other persons from exercising their legal rights of property, the quality and quantity of the benefits given to the persons relieved, and of the restraints imposed on the property owners, must be strictly measured according to the express terms of the statute.

Of other rules of construction that the courts had applied, one had been the familiar prerogative doctrine that, as the Crown had not been expressly mentioned in the Acts, it was not bound by them. In *Clarke* v. *Downes* (1931), 145 L.T. 22, Lord Hanworth, M.R., had said that:—

> "Neither that case nor any other case is sufficient to establish that there is a sort of immunity running with the land which is to enure in favour of subsequent purchasers after the tenancies created by the Crown have come to an end."

The problem of the retrospective operation of the Acts had been discussed in *Sharp Bros. & Knight* v. *Chant* [1917] 1 K.B. 77. In ascertaining the meanings of various expressions such as landlord, tenant, rent and self-contained flat, the courts had applied at least two important rules of construction. One had been that the same meaning should be given to these words whenever they occurred unless something in the context clearly indicated that the meaning was different; the second was that the words must be taken to bear their natural meaning in the absence of any indication to the contrary.

Dr. Parry concluded by saying that the impressions left on his mind after examining the reported cases on the Rent Acts were, in the first place, the spasmodic or haphazard character of English case law. When a defect in construction occurred, counsel happened to argue on the basis of certain authorities, and others were not brought to the attention of the court at all. Moreover, some cases were reported and others were not. When so much of the choice of evidence was left to chance, it was distinctly adventurous to generalise as to trends and tendencies. Secondly, the defects of a system which allowed three stages of appeals were abundantly clear; a striking instance was *Barrell* v. *Fordree* [1932] A.C. 676. As long as a line of decisions by the Divisional Court was liable to be overruled by the Court of Appeal, definition and finality were lacking. The reported cases on the Rent Acts constituted a powerful argument for a direct appeal from the county court to the Court of Appeal. Thirdly, while in the early years of the Acts the courts had emphasised and extended the protection they generally intended to afford tenants, they had in recent years much more referred to the restrictive effects

of the Acts on the rights of landlords and had treated the interest of the tenant as purely a personal privilege. The intention of the Legislature was indeed a "very slippery phrase," and seemed, as far as the construction of the Rent Restriction Acts was concerned, to be nothing but the application of a theory of public policy in the interpretation of statutes.

Institute for Scientific Treatment of Delinquency.

THE YOUNG DELINQUENT UNDER SCOTS LAW.

Sheriff George Morton, K.C., delivered a lecture to the Institute for the Scientific Treatment of Delinquency on Friday, 3rd February, on "The Law of Scotland with reference to Young Delinquents." The meeting was held at University College, Gower-street, W.C.1, and Dr. J. A. Hadfield occupied the chair.

The lecturer said that the Children and Young Persons (Scotland) Act, passed in July, 1932, together with the Children's Act, 1908, might be said to constitute the children's charter. One result of these two Acts was that no child under the age of eight years could be charged with an offence before any court; no young person under fourteen and, unless in very exceptional circumstances, under sixteen, could be sent to prison for any offence, and no young person under eighteen could be sentenced to death for any crime whatever. All these restrictions in the method of dealing with young offenders dated from the Children's Act of 1908. Before that time they had been subject to the same law as adult offenders, and there were many illustrations in the records of the nineteenth century of children and young persons between eight to eighteen years being sentenced to imprisonment, and even to long terms of transportation and penal servitude.

Sheriff Morton then illustrated the possible treatment of children and young persons at the present day by the case of a boy who came before the court for the first time at the age of ten and made periodical appearances until he attained the age of eighteen. The court could begin by ordering him to be whipped or by putting him on probation, and on a subsequent occasion he might be sent to prison or to a Borstal Institution.

In the eyes of many people in Scotland the great merit of the Statute of 1932 was that it established for the first time what was hoped would be a suitable court for dealing with young offenders. This was to be a justice of the peace's court formed from a panel of justices specially qualified to deal with juvenile cases. The panel was to be formed and periodically revised in accordance with rules made by the Lord Chancellor. There had, of course, been children's courts in Scotland since the 1908 Act came into operation, but the persons who had sat in these courts had been magistrates or sheriffs without special qualification, and it was hoped that the new tribunals would be a genuine improvement.

Information before the Court.

The Act of 1932, the lecturer continued, required the day and time when the child was to be brought before the court to be intimated to a probation officer for the probation area in which the court sat; and also to the education authority for the area in which the child or young person was resident. It was the duty of one or other of these authorities to lay before the court information on the home surroundings, school record, health and character of the child, and to name approved schools that might be suitable for it. There was no statutory provision for medical inspection of children. It was, of course, always in the power of a presiding judge to continue a case for the purpose of obtaining a medical report on a child, but no funds were available for this service. In Edinburgh and Glasgow certain voluntary workers interested in juvenile aberration had made arrangements for the examination of young persons who were brought to them, and this service was undoubtedly of some use. There was, however, no provision for any prolonged observation by specialists of suspected physical or mental defect, a course which would presumably necessitate the segregation of the patient in some central institution. Apart from the fact that Scotland was a small country and could perhaps hardly justify the expense, there was at the present time no hope of getting money out of the Treasury for any such purpose.

Law Association.

The usual monthly meeting of the directors was held at The Law Society's Hall, on Thursday, the 2nd February. Mr. G. D. Hugh-Jones in the chair; the other directors present were: Mr. Guy H. Cholmeley, Mr. E. B. V. Christian, Mr. C. F. Pridham, Mr. Frank S. Pritchard, Mr. Wm. Winterbotham, Mr. W. H. Woodhouse and the secretary, Mr. E. E. Barron. Grants amounting to £134 were made to deserving applicants, the widows and daughters of deceased London solicitors; twenty-one new members were elected; Mr. Arthur E. Clarke, of the firm of Garrard Wolfe, Gaze & Clarke, was appointed a director in the place of the late Mr. J. D. Arthur, and other general business was transacted.

The Hardwicke Society.

An ordinary meeting of the Society was held in the Middle Temple Common Room, on Friday, 3rd February. The president, Mr. Vyvyan Adams, M.P., took the chair at 8.23 p.m. In public business, Mr. L. F. Sturge moved: "That the grant of immediate independence would be fatal to India." Mr. J. Yahuda opposed.

There spoke to the motion: Mr. Menzies, Mr. Granville Sharp (ex-president), Mr. Alexander, Mr. Stewart, Mr. Mayers, Mr. Wagstaff, Mr. Douglas, Miss Willis, and the hon. proposer in reply. On a division the motion was won by six votes.

Law Clerks' Debating Society.

At a meeting of the Society held in the Lord Chief Justice's Court, Law Courts on Thursday, the 2nd February. Mr. S. B. Emanuel took the chair and thirty-nine members were present. The motion for debate was: "That in the opinion of this House the Principles laid down by Pope Leo XIII in the Rerum Novarum (Workers Charter) should be accepted."

Mr. Walter Constable opened in the affirmative; Mr. Wallace Collins opened in the negative. The following members also spoke: Mr. Hobbs, Mr. McDougall, Mr. Saxton and Mr. Lee. The openers having replied to and wound up the debate respectively the motion was carried by six votes.

University of London Law Society.

A joint Moot between the London University Law Society and The Law Society School of Law was held in the London University, Gower-street, on Tuesd,ay 7th February, Lord Wright presiding. Counsel for the appellants were Mr. C. W. Jarvis, LL.B., and Mr. C. A. Johnson; and Counsel for the defendants were Mr. Gower and Mr. Daykin.

The Union Society of London.

A meeting of the Society was held at 8.15 p.m. in the Middle Temple Common Room on Wednesday, 8th February. The President (Mr. Alexander Ross) was in the chair and there were eighteen members and visitors present. In public business Mr. A. D. Russell-Clarke proposed "That this House approves of the Italian Government's proposal for a 40-hour week in industry." Mr. C. G. N. Morgan opposed. There spoke in favour of the motion Mr. P. Winckworth, the President and Mr. J. M. Symmons; and against, Mr. S. J. Thorne, Mr. Roland Sturt and Mr. Hurle Hobbs. The hon. proposer having replied, the House divided and the motion was lost by two votes.

Legal Notes and News.

Honours and Appointments.

The King has been pleased to approve a recommendation of the Home Secretary that Mr. Raglan H. E. H. Somerset be appointed Recorder of Oswestry, to succeed Mr. F. O. Langley, who has been appointed a Metropolitan Police Magistrate. Mr. Somerset is a member of Gray's Inn and the Middle Temple, and was called to the Bar in 1911.

The India Office announces that the King has been pleased to approve the appointment of Mr. Alfred Henry Lionel Leach, barrister-at-law, as a Puisne Judge of the High Court of Judicature at Rangoon in the vacancy caused by the death, on 14th October, 1932, of Mr. Justice Otter.

The President of the Probate, Divorce and Admiralty Division has appointed Mr. Lionel Frank Christopher Darby to be Registrar of the Admiralty Division as from the 11th January, 1933, to fill the vacancy caused by the death of Mr. E. S. Roscoe.

Mr. Edward C. Parr, B.A., LL.B., solicitor, of Lancaster, has been appointed Assistant Solicitor to the Lancaster Corporation in succession to Mr. Robert Leigh, who has been appointed Assistant Town Clerk of Leigh. Mr. Parr was admitted a solicitor in 1932.

Mr. William E. Orr, solicitor, Omagh, has been appointed Clerk of the Crown and Peace for County Tyrone in succession to the late Mr. James Toner.

Professional Announcements.

(2s. per line.)

Mr. David John Edmonds, solicitor, senior partner in the firm of Messrs. G. S. Warmington & Edmonds, of 141, Moorgate, London, died on Thursday, the 19th January, 1933, at Sydenham. Mr. Edmonds was admitted a solicitor in August, 1892.

The Solicitors' Mortgage Society, Ltd. (formed by Solicitors for Solicitors), invites particulars of Funds or Securities. Apply, The Secretary, 20, Buckingham-street, Strand, W.C.2. Telephone No. Temple Bar 1777.

HOUSING AND RENT RESTRICTION BILLS.

The Minister of Health received a deputation on Friday, 3rd February, from the National Labour Committee about the Housing and Rent Restriction Bills. The deputation was introduced by Sir George Gillett, M.P., and the members were: Mr. J. A. Lovat-Fraser, M.P., Mr. A. J. Flint, M.P., Lady Stewart, Mr. E. Stanford and Mr. W. A. Spofforth.

POLICE COURT CHANGES.

On Tuesday last Mr. Edward C. P. Boyd, who has hitherto sat at Westminster Police Court, took his seat at Marlborough-street Police Court, to which he has been appointed in succession to Mr. Dummett, on the latter's transfer to Bow-street. Mr. Boyd was welcomed by Mr. Percy Robinson on behalf of the solicitors practising at the court.

THE LAW SOCIETY.

Provincial Meeting, 1933.

The Berks, Bucks and Oxfordshire Incorporated Law Society have kindly invited The Law Society to hold the Provincial Meeting at Oxford this year.

The meeting will commence on Monday, 25th September. The invitation has been accepted with the cordial thanks of the Council.

SPEEDY LITIGATION.

In the Court of Appeal (Lord Justice Scrutton, Lord Justice Greer and Lord Justice Slesser) on Tuesday last, says *The Times*, counsel was quoting from a judgment in an action tried in the New Procedure List and said that the action was begun on 6th July and judgment was given on 29th July—twenty-three days later.

Lord Justice Scrutton: The New Procedure has not yet reached the standard of the Commercial Court. In my time we issued a writ on Monday and obtained judgment on Tuesday. I was counsel in the case.

OLD BAILEY SESSIONS OPENED.

The Lord Mayor (Alderman Sir Percy W. Greenaway) opened the February session of the Central Criminal Court last Tuesday. The Recorder of London (Sir Ernest Wild, K.C.) was present at the opening ceremony, together with Alderman Sir Phené Neal, Mr. Alderman and Sheriff C. H. Collett, Mr. Sheriff W. L. Threlford, Mr. Under-Sheriff and Deputy C. F. J. Jennings and the Secondary (Mr. W. N. Earle).

Court Papers.

Supreme Court of Judicature.

Rota of Registrars in Attendance on

Date.	Emergency Rota.	Appeal Court No. 1.	Group I. Mr. Justice Eve. Witness. Part II.	Mr. Justice Maugham. Witness. Part I.
M'nd'y Feb. 13	Mr. Ritchie	Mr. Hicks Beach	Mr.*Ritchie	Mr.*Andrews
Tuesday .. 14	Blaker	Andrews	Andrews	*More
Wednesday 15	More	Jones	*More	*Ritchie
Thursday . 16	Hicks Beach	Ritchie	Ritchie	*Andrews
Friday .. 17	Andrews	Blaker	*Andrews	More
Saturday .. 18	Jones	More	More	Ritchie

Date.	Group I. Mr. Justice Bennett. Non-Witness.	Mr. Justice Clauson. Witness. Part I.	Group II. Mr. Justice Luxmoore. Non-Witness.	Mr. Justice Farwell. Witness. Part II.
M'nd'y Feb. 13	Mr. More	Mr.*Blaker	Mr. Jones	Mr. Hicks Beach
Tuesday .. 14	Ritchie	*Jones	Hicks Beach	*Blaker
Wednesday 15	Andrews	*Hicks Beach	Blaker	Jones
Thursday . 16	More	Blaker	Jones	*Hicks Beach
Friday .. 17	Ritchie	*Jones	Hicks Beach	Blaker
Saturday .. 18	Andrews	Hicks Beach	Blaker	Jones

* The Registrar will be in Chambers on these days, and also on the days when the Court is not sitting.

Stock Exchange Prices of certain Trustee Securities.

Bank Rate (30th June, 1932) 2%. Next London Stock Exchange Settlement Thursday, 23rd February, 1933.

	Div. Months.	Middle Price 8 Feb. 1933.	Flat Interest Yield. £ s. d.	†Approximate Yield with redemption £ s. d.
English Government Securities				
Consols 4% 1957 or after	FA	107½	3 14 5	3 10 7
Consols 2½%	JAJO	74½	3 7 1	—
War Loan 3½% 1952 or after ..	JD	99½	3 10 4	—
Funding 4% Loan 1960-90	MN	110	3 12 9	3 8 7
Victory 4% Loan (Available for Estate Duty at par) Av. life 29 years	MS	109½	3 13 1	3 9 6
Conversion 5% Loan 1944-64 ..	MN	117	4 5 6	3 3 0
Conversion 4½% Loan 1940-44 ..	JJ	111	4 1 1	2 16 10
Conversion 3½% Loan 1961 or after ..	AO	100	3 10 0	—
Local Loans 3% Stock 1912 or after ..	JAJO	87	3 9 0	—
Bank Stock	AO	324½	3 13 11	—
Guaranteed 2¾% Stock (Irish Land Act) 1933 or after	JJ	78	3 10 6	—
India 4½% 1950-55	MN	108	4 3 4	3 16 11
India 3½% 1931 or after	JAJO	89	3 18 8	—
India 3% 1948 or after	JAJO	77	3 17 11	—
Sudan 4½% 1939-73	FA	108	4 3 4	3 0 5
Sudan 4% 1974 Red. in part after 1950	MN	108	3 14 1	3 8 0
Transvaal Government 3% Guaranteed 1923-53 Average life 12 years	MN	100	3 0 0	3 0 0
Colonial Securities				
*Australia (Commonw'th) 5% 1945-75	JJ	106	4 14 4	4 7 0
*Canada 3½% 1930-50	JJ	100	3 10 0	3 10 0
Cape of Good Hope 3½% 1929-49 ..	JJ	99	3 10 8	3 11 8
Natal 3% 1929-49	JJ	93	3 4 6	3 11 8
New South Wales 3½% 1930-50 ..	JJ	93	3 15 3	4 1 7
*New South Wales 5% 1945-65 ..	JD	105	4 15 3	4 9 8
New Zealand 4½% 1948-58	MS	107xd	4 4 1	3 17 6
*New Zealand 5% 1946	JJ	109	4 11 9	4 1 10
Nigeria 5% 1950-60	FA	112	4 9 3	4 0 2
*Queensland 4% 1940-50	AO	101	3 19 2	3 16 11
*South Africa 5% 1945-75	JJ	110	4 10 11	3 18 9
*South Australia 5% 1945-75 ..	JJ	105	4 15 3	4 9 1
Tasmania 3½% 1920-40	JJ	99	3 10 8	3 13 4
Victoria 3½% 1929-49	AO	94	3 14 6	3 19 9
*W. Australia 4% 1942-62	JJ	100	4 0 0	4 0 0
Corporation Stocks				
Birmingham 3% 1947 or after ..	JJ	85	3 10 7	—
Birmingham 4½% 1948-68	AO	112	4 0 4	3 10 2
*Cardiff 5% 1945-65	MS	112	4 9 3	3 16 2
Croydon 3% 1940-60	AO	93	3 4 6	3 8 0
*Hastings 5% 1947-67	AO	113½	4 8 1	3 14 9
Hull 3½% 1925-55	FA	98	3 11 5	3 12 8
Liverpool 3½% Redeemable by agreement with holders or by purchase ..	JAJO	98	3 11 5	—
London County 2½% Consolidated Stock after 1920 at option of Corp.	MJSD	73xd	3 8 6	—
London County 3% Consolidated Stock after 1920 at option of Corp.	MJSD	86xd	3 9 9	—
Manchester 3% 1941 or after ..	FA	85	3 10 7	—
Metropolitan Consd. 2½% 1920-49 ..	MJSD	90½xd	2 15 3	3 4 9
Metropolitan Water Board 3% "A" 1963-2003	AO	88	3 8 2	3 9 1
Do. do. 3% "B" 1934-2003 ..	MS	89xd	3 7 5	3 8 3
*Middlesex C.C. 3½% 1927-47 ..	FA	100	3 10 0	3 10 0
Do. do. 4½% 1950-70	MN	112	4 0 4	3 11 7
Nottingham 3% Irredeemable ..	MN	85	3 10 7	—
*Stockton 5% 1946-66	JJ	109½	4 11 4	4 1 10
English Railway Prior Charges				
Gt. Western Rly. 4% Debenture ..	JJ	101⅓	3 18 10	—
Gt. Western Rly. 5% Rent Charge ..	FA	113½	4 8 1	—
Gt. Western Rly. 5% Preference ..	MA	81½	6 2 8	—
‡L. & N.E. Rly. 4% Debenture ..	JJ	84½	4 14 8	—
‡L. & N.E. Rly. 4% 1st Guaranteed	FA	67¼xd	5 18 6	—
London Electric 4% Debenture ..	JJ	102½	3 18 1	—
‡L. Mid. & Scot. Rly. 4% Debenture ..	JJ	92½	4 6 6	—
‡L. Mid. & Scot. Rly. 4% Guaranteed	MA	79½	5 0 8	—
Southern Rly. 4% Debenture ..	JJ	98	4 1 8	—
Southern Rly. 5% Guaranteed ..	MA	105½	4 14 9	—
Southern Rly. 5% Preference ..	MA	81½	6 2 8	—

*Not available to Trustees over par.

†In the case of Stocks at a premium, the yield with redemption has been calculated as at the earliest date; in the case of other stocks, as at the latest date.

‡These Stocks are no longer available for trustees, either as strict Trustee or Chancery Stocks, no dividend having been paid on the Companies' Ordinary Stocks for the past year.

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Excellent Double Garage with Flat over, comprising three rooms, kitchenette, bath and W.C. Held on lease, having over 10½ years unexpired, at a ground rent of £7 per annum. Vacant Possession.

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Blocks of Dwellings in Queen-street and Waddington-road	£2,087

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Particulars and Conditions of Sale may be had of I. Buchanan Pritchard, Esq., Solicitor, King's Cross Station, W.C.; A. J. Brickwell, Esq., Chartered Surveyor, Hamilton-house, Bishopsgate, E.C., and of the Auctioneers, as above.

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SOUTH TOTTENHAM.—Nos. 23, 33 & 37, Franklin-street, N.15. Three houses let to statutory tenants producing a gross rental of £135 8s. 4d. p.a. Lease 55 years. G.R. £6 p.a. each house.

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Yielding a clear net income of

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Particulars, Plan and Conditions of Sale may be obtained from Messrs. Turner, Martin & Symes, Solicitors, 4-6, Elm-street, Ipswich, or Messrs. St. Quintin, Son & Stanley, Auctioneers, 34, Clement's-lane, Lombard-street, E.C.4.

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PERIODICAL SALE No. 1,201.

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ABSOLUTE REVERSION on decease of life 74, to £3,250.

ABSOLUTE REVERSION, life 74, to £1,450.

ABSOLUTE REVERSION, life 74, to £1,260.—Solicitors, Messrs. Ince, Roscoe, Wilson & Glover, 10 and 11, Lime-street, E.C.3.

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£250, Royal Exchange Assurance, life 49, premium £7. Bonuses £49 2s.

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